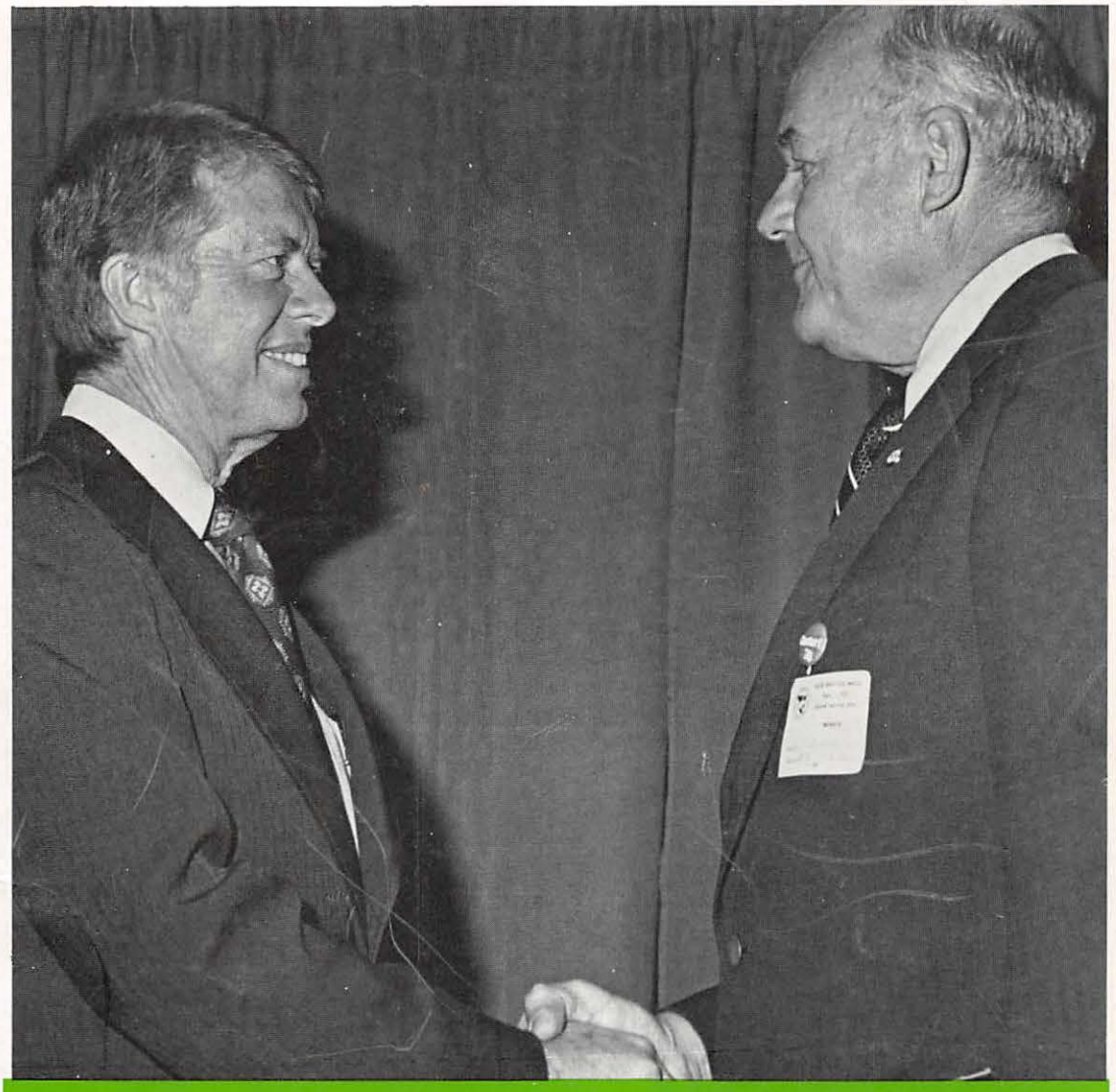
# The SIGNALMAN'S Journal



## Carter meets Chamberlain
## BofRS endorses candidates

October 1976

JOHN A STRUBLE HON
PO BOX 152
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our 75th Anniversary

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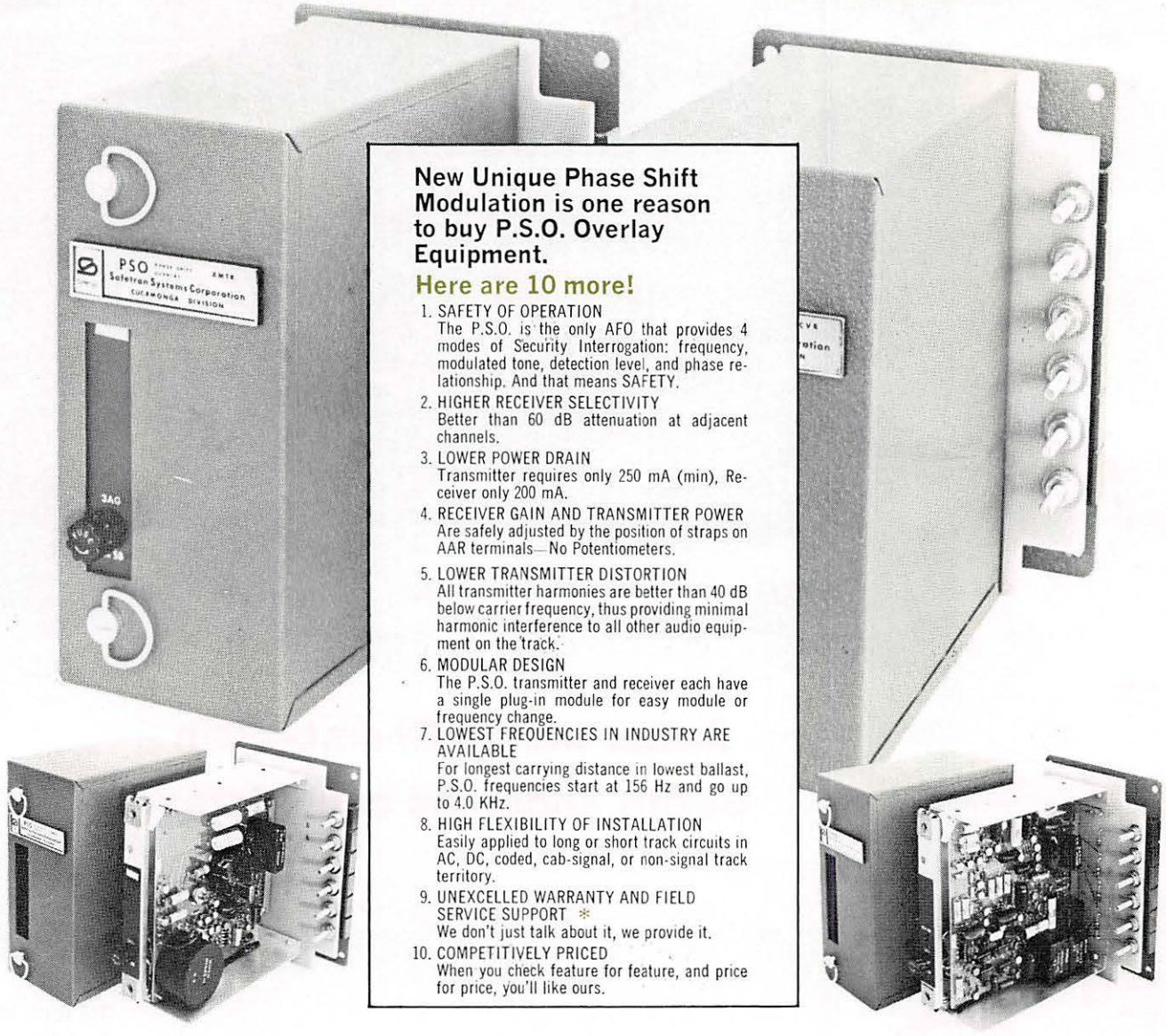


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2. HIGHER RECEIVER SELECTIVITY
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4. RECEIVER GAIN AND TRANSMITTER POWER
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Volume 57, Number 8 October 1976

ROBERT W. McKNIGHT
Editor & Manager

601 West Golf Road
Mount Prospect, Illinois 60056
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# The SIGNALMAN'S Journal

OFFICIAL PUBLICATION BROTHERHOOD OF RAILROAD SIGNALMEN

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COVER: Governor Jimmy Carter meets BofRS President C. J. Chamberlain at AFL-CIO meeting in August, 1976.

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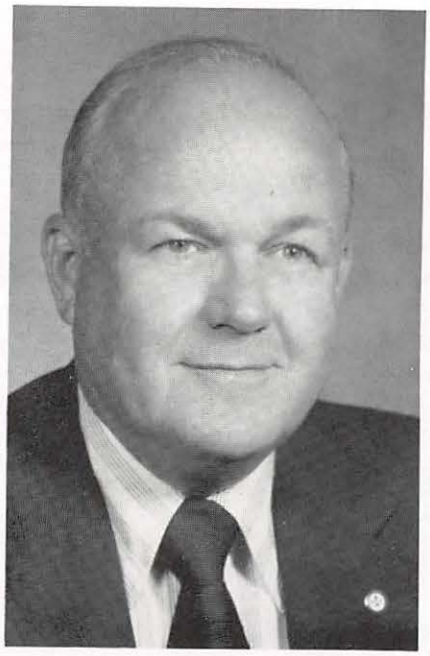
# Chamberlain's Message



## Vote for the Carter-Mondale ticket

The Grand Executive Council of the Brotherhood of Railroad Signalmen firmly believes that the selection of the next President of the United States constitutes the single most important event affecting members of organized labor that has occurred in the last three generations.

It must be remembered that it has never been the policy or practice of our Grand Executive Council to try to tell any member how he should vote. However, it is the responsibility of the leadership of this organization to present information to the members that can enable them to determine in their own minds what is best for themselves, their families, their union and, of course, their nation.

In this year's election the issues are crystal clear. Jobs and prices, taxes and health care for all Americans, housing and education—these are the pivotal matters in which all working people have a stake.

And just as the issues themselves are clear, so are the differences between the candidates in approaching them.

Jimmy Carter—who has been endorsed by the Grand Executive Council of the Brotherhood of Railroad Signalmen — supports job-creating programs, proposes reduction of unemployment within a few years to four percent or less, and puts forth programs to prevent any future high levels of joblessness such as we've experienced in the last two years.

President Ford's attitude towards jobs programs was expressed in vetoes of four major job-creating measures passed by the Congress to combat unemployment. With four strokes of the pen, Ford vetoed creation of 2.25 million jobs directly and 1.5 million potential spin-off jobs at a time when some 10 million Americans were out of work.

Jimmy Carter believes in full employment for its own sake, and as a primary weapon against inflation, as well. To keep prices in line, he says, we need jobs. He points out that for every one percent we can cut from the level of unemployment, we create more than $16 billion in tax revenue for the Federal Treasury and save an additional $2.5 billion in outlays from the Treasury—thus reducing inflationary pressures. Ford believes in "toughing it out." But "toughing it out" has kept unemployment high and failed to whip inflation.

Jimmy Carter believes in tax justice, in closing the major loopholes that favor big corporations and wealthy individuals. President Ford does not.

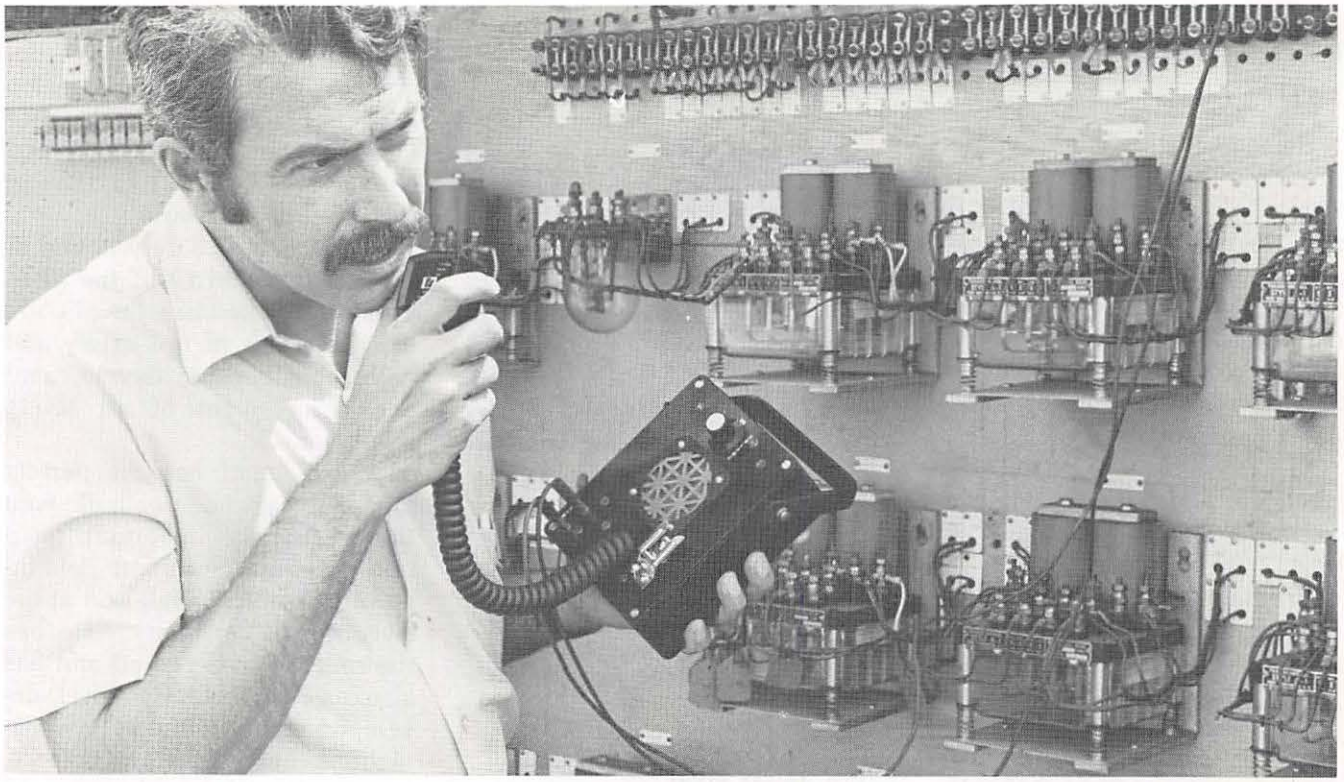
Jimmy Carter proposes a national health security system that would make the best possible care modern medicine can provide available to all Americans. President Ford has no adequate health care plan.

Jimmy Carter has programs to build new homes for low and middle income families, and to improve educational opportunities for their children. President Ford vetoes such programs. Under Ford, only half of the nation's housing needs are met.

The rehabilitation of the railroad industry in the Northeast and throughout the country is being delayed by the Ford administration because of their imposition of unreasonable conditions on funds appropriated by Congress specifically for that purpose.

The arbitrary, illegal position of the Secretary of Transportation that he has the right to allocate work accruing exclusively to railroad labor organizations under their collective bargaining agreements to outsiders or contractors having no jurisdiction in the railroad industry, is a complete repudiation of our labor agreements negotiated in good faith under the Railway Labor Act.

The complete disregard of this administration for the needs of retirees and its constant threat of veto on measures that will improve benefits shows a cold, callous compassionless attitude towards working class people, the backbone of this nation.



# Signalman, Western-Cullen's Portable Speakerphone is for you.

Everyone's talking about it, now it's your turn.

Western-Cullen's Signalman's Portable Speakerphone, designed especially for the Signalman to use on those multi-location "cutover" and troubleshooting jobs.

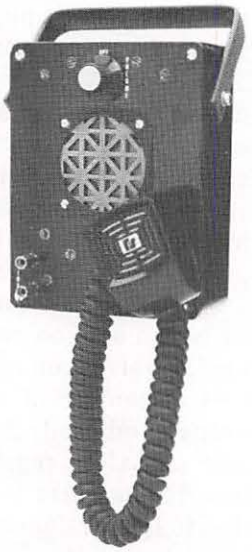
Not only will you like its long-range capability (over 100 miles), you'll also like its message amplification feature. The adjustable volume control enables a message to reach you even though you might be some 20 feet away.

And, we've added automatic gain control . . . no more signal loss on bad lines.

It comes to you ready for service, the four industrial type "D" cells will supply power for approximately 200 hours.

Another plus . . . compact and easy to handle. Four pounds . . . its small but powerful.

For more information, check with your Western-Cullen representative. Call or write us at 2700 West 36th Place, Chicago, Illinois 60632 Dept. SJ2, (312) 254-9600.



**WESTERN-CULLEN DIVISION**
Federal Signal Corporation

## CJC Msg Cont'd.

Remember, the famous veto of President Ford on October 12, 1974 of our 1974 Railroad Retirement legislation package. Another action that showed no compassion or concern for the railroad employes, both active and retired.

And so the issues are drawn and the positions of the candidates known.

We have to achieve full employment and put America back to work. This is Jimmy Carter's goal.

We have to end budget- busting inflation. This is Jimmy Carter's goal.

We have to win tax justice and good health care as a matter of right for every single American. These are Jimmy Carter's goals.

We need homes, and our children need the best education society can provide. These are Jimmy Carter's goals.

Finally, we must restore the people's trust and faith in their government, its institutions and its leadership. This is Jimmy Carter's goal.

All of these factors and more lead to but one conclusion, that being we need a change in the White House.

Be sure you and your family members get out and vote on November 2. We strongly urge you to vote your conscience—vote for the Carter-Mondale ticket—vote for the RLEA-BofRS endorsed candidates for Congress.

Excuses, excuses—"Imports are cheaper and I can't afford anything else." Are imports really cheaper when they cost your neighbor his job? What if your job is next to go? "I had to buy this import because I just couldn't find anything else." Did you really look?

# News

Donald W. Bennett (right) former Federal Railroad Administration chief counsel has been sworn in as the associate administrator for safety. Asaph H. Hall (left) FRA administrator said that Bennett "has developed many of the safety regulations he must now enforce. I'm confident his leadership will bring a new dimension to the agency's safety effort."

### New safety chief sworn in at FRA

Donald W. Bennett, former Federal Railroad Administration chief counsel, has been sworn in as the agency's associate administrator for safety.

He had served as the chief counsel since October 1972, coming to the FRA from the Cleveland, Ohio, law firm of Ross, Kraushaar and Bennett. From 1960 to 1969, Bennett was also in the firm of Heiss, Day and Bennett, and was employed from 1956 to 1960 as an attorney for the New York Central Railroad.

Bennett brings to his new job broad experience in directing FRA legal activities, with particular emphasis on providing legal advice on railroad safety matters. He served as chairman of the agency's railroad safety board which acts on railroad requests for waivers on regulations, and, as a member of the safety committee, advised the administrator on safety regulatory activities. He has also been active in the fields of federal administrative law, federal court litigation, and specialized expertise in many legal facets of railroad operations.

Bennett received his B.S. degree in Business Administration and his J.D. from the College of Law at Ohio State University. He served from 1951 to 1953 in the U.S. Marine Corps.

The Office of Safety is one of five operating arms of the FRA. This office exercises jurisdiction over all areas of rail safety and is responsible for development and enforcement of all safety regulations.

"Mr. Bennett has the perfect mix of experience to handle well this extremely important position," Federal Railroad Administrator Asaph H. Hall said at the swearing in ceremony. "He has the railroad background and has also, as FRA's chief counsel, developed many of the safety regulations he must now enforce. I'm confident his leadership will bring a new dimension to the agency's safety effort."

Bennett, a native of Columbus, Ohio, has been admitted to practice before many federal and state courts, including the Supreme Court of the United States.

### Signalmen sign agreement covering Christmas Eve

An agreement was signed June 16, 1976 by the Brotherhood of Railroad Signalmen and the nation's railroads implementing Article III - Holidays - of the January 29, 1975 National Agreement. The agreement does the following:

(1) Add Christmas Eve (the day before Christmas is observed) as the tenth holiday, effective with Christmas Eve 1976. Except as mentioned in the next paragraph, qualifying requirements with respect to Christmas Eve are the same as for the other nine holidays.

(2) Provide a specific arrangement under which employes may qualify for both Christmas Eve and Christmas Day.

# SERIES FREQUENCY SHIFT OVERLAY TRACK CIRCUITS

Series FSO Transceiver.

Transceiver with frequency determining boards removed.

## for Outlying Switch Lock Release

**Precise tuning** — narrow band widths minimize interference from harmonics of power lines and other FSO equipment.

**Choice of 3 frequencies** — 13.8 KHz (channel 25), 17.0 KHz (channel 26), 20.9 KHz (channel 27) — mutually compatible, enabling transceivers to operate in close proximity without interference or the need of insulated joints.

**Dependable and easy to maintain** — solid-state design provides dependable, long term service. All electronic components are mounted on keyed printed circuit boards for ease of maintenance.

**FSO compatible** — all three channels are compatible with all GRS frequency shift overlay frequencies and most older type overlay track circuits.

**Versatile** — frequency determining elements are on two keyed printed circuit boards. Simply replace these boards and their corresponding keys to change the operating channel frequency.

**Compact** — the transceiver occupies the space of a GRS Type B, Size 2 relay — 5 inches wide, 7 inches high, and 9 inches deep. It can be shelf, wall, or rack mounted in a wayside case or housing.

For more information, write for GRS Catalog 92-1.

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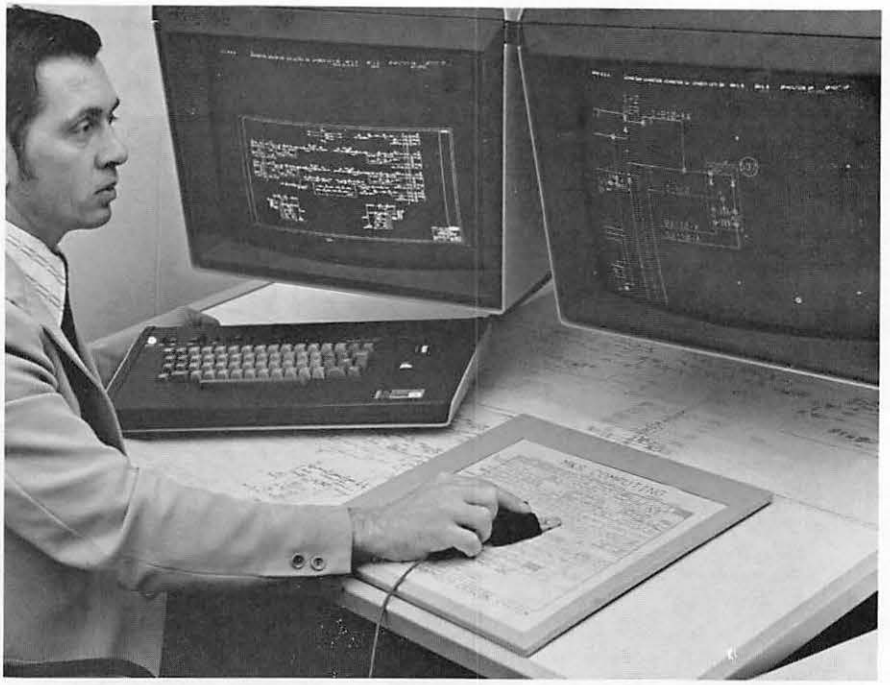
3625

# News Cont'd

(3) Provide for adjustments in monthly rates of pay to take account of holidays.

None of the provisions which relate to qualification for holiday pay is changed by these agreements; all of them will apply to all holidays including Christmas Eve and Christmas Day. However, application of the provisions is modified in cases in which an employe can qualify for holiday pay for both Christmas Eve and Christmas Day.



Union Pacific has computerized system for making signal circuit drawings (Union Pacific photograph).

### UP has computerized drafting system

A computerized interactive graphics design system has been installed by Union Pacific in the company's Omaha, N.E., headquarters.

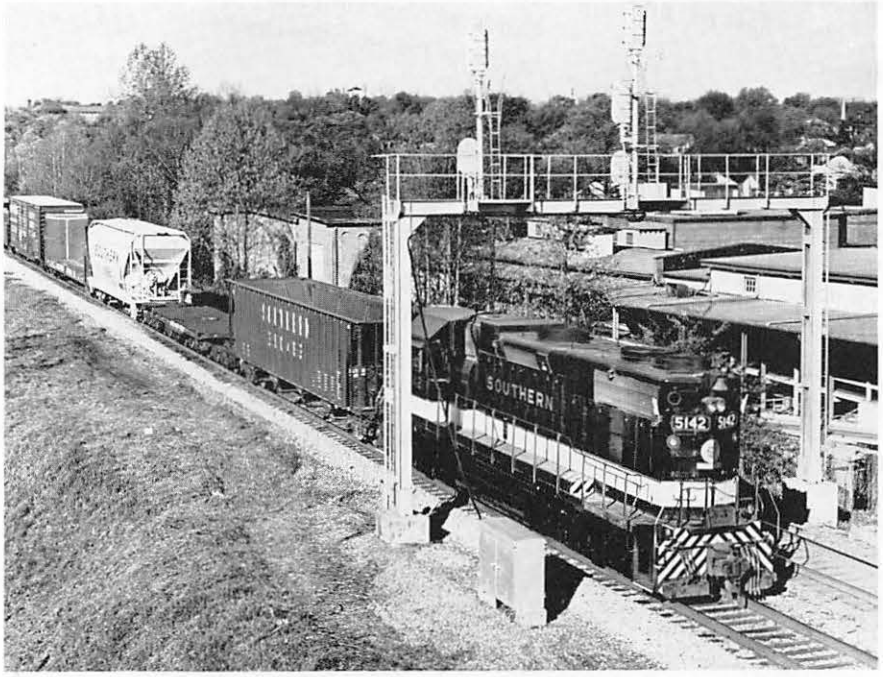
The highly sophisticated digitizing system will be used for producing, storing and retrieving engineering signal department drawings. Using the system, a UP draftsman can produce in a matter of hours certain schematic drawings and support documents for a signal system that previously required several days to complete.

Hardware for the system includes five drafting stations equipped with dual 19" CRT screens, digitizing tables and tablets, a Digital Equipment Corporation PDP 11/40 mini-computer, two Calcomp 936 plotters and a Versatec D203A electrostatic plotter. A sixth drafting station is planned to be added at a later date.

The system works by performing automatically within seconds from the computer's memory many tasks the draftsman formerly had to do by hand.

For example, a draftsman can now create a finished schematic drawing working from a rough signal circuit design simply by moving a cursor to the desired location on his digitizing tablet and pressing a button. This action calls up a drawing of the specific device or design selected by the cursor from the computer's library of circuit devices and causes it to appear on the CRT screen. By repeatedly moving the cursor on the tablet and pushing the button, the draftsman can construct on the CRT screen a detailed schematic drawing.

Upon completion of the schematic on the screen, keyboard instructions are given the computer




Southern's capital expenditures for 1976 includes nearly $2 million dollars for new communications and signals which covers 32.5 miles of centralized traffic control. Another $12.6 million dollars is to be spent for yards and terminals.

and the finished schematic is printed out on paper in every detail by one of the plotters. The system also automatically produces a design for placement of circuit devices in the signal house or control machine and an installation wiring diagram once the schematic is completed.

## BofRS and ICG sign new agreement

A new agreement consolidating the former Illinois Central and Gulf, Mobile & Ohio Northern and Southern region agreements has been signed by Illinois Central Gulf and Brotherhood of Railroad Signalmen officials. On July 21, 1976, the new agreement was signed by Vice President W. D. Best and General Chairman B. J. Woodruff for the BofRS, and Robert Richter, director of labor relations for the ICG.

Some of the more important new provisions of the new agreement include:

(1) Noon meal per diem for meals taken away from headquarters for signal maintainers and employees assigned to them will be increased on the effective date of the agreement from $1.50 to $2.00 and will increase again on January 1, 1977, to $2.50.

(2) Mileage allowance will increase from the present 12 cents per mile to 13 cents on January 1, 1977.

(3) Employees assigned to signal gangs will receive $2.00 per day for travel expenses on assigned territory and $4.00 per day off assigned territory. The $4.00 provision will increase to $5.00 on January 1, 1977.

(4) The new agreement provides for system seniority. The present twelve seniority districts will be referred to in the future as prior rights territories.

B. J. Woodruff, general chairman, BofRS, and Robert Richter, director of labor relations, Illinois Central Gulf, sign a new agreement consolidating the former IC, GM&O Southern region and GM&O Northern region agreements. Signing took place July 21, 1976 and the new agreement took effect September 1, 1976.

(5) Class seniority will be discontinued. However, those in the higher classes will retain rights to positions they hold on the effective date of the new agreement.

(6) Outside work while on leave of absence will not be permitted.

(7) Bulletins will be issued from Chicago on the fifth and twentieth of each month. If not placed on the new assignment within twenty days from the date of assignment, the successful bidder will receive an additional $3.00 per workday until placed on the new assignment.

(8) The company will furnish the employees such tools, except pocket tools (pliers, screwdrivers, pocketknives), and equipment as is necessary to perform their work. This provision has been a concern of signal employees for many, many years. We discussed tools in almost every meeting that we had with management in the past four years that we were involved in negotiating the agreement. It was one of the most controversial issues contained in our proposal and was one of the last to be agreed upon.

(9) Consistent with national agreements and the IC-GM&O Merger Agreement of May 18, 1972, the agreement takes into account that 30 miles is a reasonable commuting distance. Therefore, signal gangs on the Chicago Terminal Division and signal gang members whose residence are within 30 miles of their headquarters will not be entitled to expenses for meals or lodging. However, there is to be no change in the past practice for reimbursement of the noon meal expense. Also, employees who reside within 30 miles of their headquarters who are unable to return home because of snow storms, ice storms, or flood will be entitled to expenses.

## Signalmen move from Conrail to Amtrak

The Brotherhood of Railroad Signalmen has negotiated an agreement with Consolidated Rail Corp. and National Railroad Passenger Corp. in connection with Amtrak's assumption of communication and signal department functions in the Northeast Corridor.

Approximately 300 c&s Conrail employes have accepted the

*(Please turn to page 59)*

# BofRS endorses Congressional candidates

Brotherhood of Railroad Signalmen is endorsing those candidates for governor or Congressional seats whose voting record is one of support for rail labor. Obviously, those running for the first time are endorsed on the basis of past records and their campaign statements plus the character of other endorsers. Candidates running for re-election are judged on their voting records.

In instances where the incumbent's voting record on behalf of the interests of rail labor indicates he does not deserve our endorsement or where the challenger is also considered undesirable to our collective interests, no recommendation is being made.

We sincerely request that you examine these endorsements and urge that you and our members support them in the forthcoming election.

Incumbent is shown by * in front of the name.

**Alabama:** House districts—4 *Tom Bevill (Dem); 5 Ronnie G. Flippo (Dem); 6 Mel Bailey (Dem); 7 *Walter Flowers (Dem).

**Arkansas:** Governor—*David Pryor (Dem). House districts—1 *Bill Alexander (Dem); 2 Jim Guy Tucker (Dem); 4 *Ray Thornton (Dem).

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**California:** Senate—*John Tunney (Dem). House districts—1 *Harold T. Johnson (Dem); 3* John E. Moss (Dem); 4 *Robert L. Leggett (Dem); 5 *John L. Burton (Dem); 6 *Philip Burton (Dem); 7 *George Miller (Dem); 8 *Ronald V. Dellums (Dem); 9 *Fortney H. (Pete) Stark (Dem); 10 *Don Edwards (Dem); 11 *Leo J. Ryan (Dem); 12 *Paul N. McCloskey, Jr. (Rep); 13 *Norman Y. Mineta (Dem); 14 *John J. McFall (Dem); 15 *B. F. Sisk (Dem); 17 *John Krebs (Dem); 18 Dean Close (Dem); 21 *James D. Corman (Dem); 23 Anthony C. Beilenson (Dem); 24 *Henry A. Waxman (Dem); 25 *Edward R. Roybal (Dem); 28 *Yvonne Brathwaite Burke (Dem); 29 *Augustus F. Hawkins (Dem); 30 *George E. Danielson (Dem); 31 *Charles H. Wilson (Dem); 32 *Glenn M. Anderson (Dem); 33 Ted Snyder (Dem); 34 *Mark W. Hannaford (Dem); 35 *Jim Lloyd (Dem); 36 *George E. Brown, Jr. (Dem); 38 *Jerry M. Patterson (Dem); 39 William E. Farris (Dem); 42 *Lionel Van Deerlin (Dem).

**Georgia:** House districts—1 *Roland B. Ginn (Dem); 3 *Jack Brinkley (Dem); 5 *Andrew Young (Dem); 7 Quincy Collins (Rep).

**Idaho:** House districts—1 Ken Pursley (Dem); 2 Stan Kress (Dem).

**Illinois:** Governor—Michael J. Howlett (Dem). House districts—1 *Ralph H. Metcalfe (Dem); 2 *Morgan F. Murphy (Dem); 3 *Martin A. Russo (Dem); 5 *John G. Fary (Dem); 7 *Cardiss Collins (Dem); 8 *Daniel D. Rostenkowski (Dem); 9 *Sidney R. Yates (Dem); 10 *Abner J. Mikva (Dem); 11 *Frank Annunzio (Dem); 14 Marie Agnes Fese (Dem); 15 *Tim L. Hall (Dem); 17 Merlin Karlok (Dem); 19 *Tom Railsback (Rep); 20 Peter Mack (Dem); 21 *Edward R. Madigan (Rep); 22 *George E. Shipley (Dem); 23 *Melvin Price (Dem); 24 *Paul Simon (Dem).

**Indiana:** Senate—*Vance Hartke (Dem). House districts—1 Adam Benjamin (Dem); 2 *Floyd Fithian (Dem); 3 *John Brademas (Dem); 4 *J. Edward Roush (Dem); 6 *David Evans (Dem); 9 *Lee H. Hamilton (Dem); 10 *Phil Sharp (Dem); 11 *Andy Jacobs, Jr. (Dem).

**Iowa:** House districts—1 *Edward Mezvinsky (Dem); 2 *Michael T. Blouin (Dem); 4 *Neal Smith (Dem); 5 *Tom Harkin (Dem); 6 *Berkley Bedell (Dem).

**Kansas:** House district—2 *Martha Keys (Dem).

**Kentucky:** House districts—1 *Carroll Hubbard, Jr. (Dem); 2 *William H. Natcher (Dem); 3 *Romano L. Mazzoli (Dem); 5 *Tim L. Carter (Dem); 6 *John B. Breckinridge (Dem); 7 *Carl D. Perkins (Dem).

**Maine:** Senate—*Edmund S. Muskie (Dem). House district—2 *William S. Cohen (Rep).

**Maryland:** Senate—Paul S. Sarbanes (Dem). House districts—1 Roy Dyson (Dem); 2 *Clarence D. Long (Dem); 3 Barbara A. Mikulski (Dem); 4

Werner Fornos (Dem); 5 *Gladys Noon Spellman (Dem); 6 *Goodloe E. Byron (Dem); 7 *Parren J. Mitchell (Dem); 8 Lanny Davis (Dem).

**Michigan:** Senate—Donald W. Riegle, Jr. (Dem). House districts—1 *John Conyers, Jr. (Dem); 5 *Richard F. Vander Veen (Dem); 6 *Bob Carr (Dem); 7 Dale E. Kildee (Dem); 8 *Bob Traxler (Dem); 10 Donald J. Albosta (Dem); 11 *Philip E. Ruppe (Rep); 12 David E. Bonior (Dem); 13 *Charles C. Diggs, Jr (Dem); 14 *Lucien N. Nedzi (Dem); 15 *William D. Ford (Dem); 16 *John D. Dingell (Dem); 17 *William M. Brodhead (Dem); 18 *James J. Blanchard (Dem); 19 Dorothea Becker (Dem).

**Missouri:** House districts—1 *William (Bill) Clay (Dem); 3 Richard A. Gebhardt (Dem); 4 Ike Skelton (Dem); 5 *Richard Bolling (Dem); 6 Morgan Maxfield (Dem); 8 *Richard H. Ichord (Dem); 9 Harold Volkmer (Dem); 10 *Bill D. Burlison (Dem).

**Montana:** Senate—John Melcher (Dem). House districts—1 *Max Baucus (Dem); 2 Thomas E. Towe (Dem).

**Nebraska:** Senate—Edward Zorinsky (Dem).

**New Jersey:** Senate—*Harrison A. Williams, Jr. (Dem). House districts—1 *James J. Florio (Dem); 2 *William J. Hughes (Dem); 3 *James J. Howard (Dem); 4 *Frank Thompson, Jr. (Dem); 5 Frank R. Nero (Dem); 6 Catherine A. Costa (Dem); 7 *Andrew Maguire (Dem); 8 *Robert A. Roe (Dem); 9 *Henry Helstoski (Dem); 10 *Peter W. Rodino (Dem); 11 *Joseph G. Minish (Dem); 12 *Matthew J. Rinaldo (Rep); 13 *Helen Meyner (Dem); 14 Joseph A. LeFante (Dem); 15 *Edward J. Patten (Dem).

**New Mexico:** Senate—*Joseph M. Montoya (Dem).

**Ohio:** Senate—Howard M. Metzenbaum (Dem). House districts—1 William F. Bowen (Dem); 2 Thomas A. Luken (Dem); 3 *Charles W. Whalen, Jr. (Rep); 9 *Thomas L. Ashley (Dem); 11 Thomas R. West, Jr. (Dem); 12 Francine Ryan (Dem); 14 *John F. Seiberling (Dem); 18 Douglas Applegate (Dem); 19 *Charles J. Carney (Dem); 20 Mary Rose Oakar (Dem); 21 *Louis Stokes (Dem); 22 *Charles Vanik (Dem); 23 *Ronald M. Mottl (Dem).

**Oregon:** House districts—1 *Les AuCoin (Dem); 2 *Al Ullman (Dem); 3 *Robert Duncan (Dem); 4 *James Weaver (Dem).

**Pennsylvania:** House districts—2 *Robert N. C. Nix (Dem); 3 Raymond P. Lederer (Dem); 4 *Joshua Eilberg (Dem); 6 *Gus Yatron (Dem); 7 *Robert W. Edgar (Dem); 9 *E. G. Shuster (Rep); 10 *Joseph M. McDade (Rep); 11 *Daniel J. Flood (Dem); 12 *John P. Murtha (Dem); 14 *William S. Moorhead (Dem); 15 *Fred B. Rooney (Dem); 20 *Joseph M. Gaydos (Dem); 21 *John H. Dent (Dem); 22 Austin J. Murphy (Dem); 23 Joseph S. Ammerman (Dem); 24 *Joseph P. Vigorito (Dem).

**South Carolina:** House districts—1 *Mendel J. Davis (Dem); 3 *Butler C. Derrick (Dem); 6 *John W. Jenrette, Jr. (Dem).

**South Dakota:** House district—2 Grace Mickelson (Dem).

**Tennessee:** Senate—James R. Sasser (Dem). House districts—2 Mike Rowland (Dem); 3 *Marilyn Lloyd (Dem); 4 Albert Gore, Jr. (Dem); 5 *Clifford Allen (Dem); 6 Ross Bass (Dem); 7 *Ed Jones (Dem); 8 *Harold E. Ford (Dem).

**Texas:** Senate—*Lloyd Bentsen (Dem). House districts—1 *Sam B. Hall, Jr. (Dem); 2 *Charles Wilson (Dem); 3 Les E. Shackleford (Dem); 5 Jim Mattox (Dem); 8 *Bob Eckhardt (Dem); 9 *Jack Brooks (Dem); 10 *J. J. Pickle (Dem); 12 *Jim Wright (Dem); 14 *John Young (Dem); 16 *Richard C. White (Dem); 18 *Barbara C. Jordan (Dem); 20 *Henry B. Gonzalez (Dem); 22 Bob Grammage.

**Virginia:** Senate—Elmo R. Zumwalt, Jr. (Dem). House districts—1 Robert E. Quinn (Dem); 2 Robert E. Washington (Dem); 4 J. W. (Billy) O'Brien (Dem); 8 *Herbert E. Harris II (Dem); 9 Charles J. Horne (Dem); 10 *Joseph L. Fisher (Dem).

**West Virginia:** Governor—John D. Rockefeller (Dem). Senate—*Robert C. Byrd (Dem). House districts—*Robert H. Mollohan (Dem); 2 *Harley O. Staggers (Dem); 3 *John M. Slack (Dem); 4 Nick Joe Rahall II (Dem).


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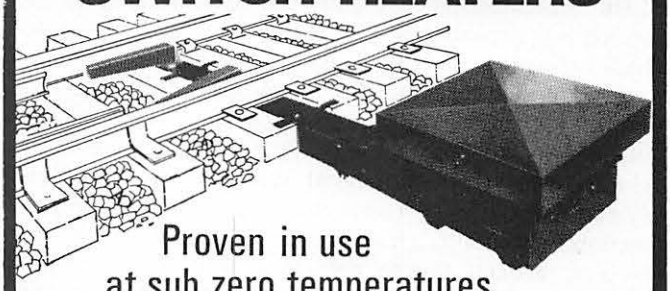

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SERVICE TESTED FOR DEPENDABLE OPERATION.

# FRA interprets service hours

## Appendix A
## Requirements of the Hours of Service Act

First enacted in 1907, the Hours of Service Act was substantially revised in 1969 by Public Law 91-169. Further amendments were enacted as part of the Federal Railroad Safety Authorization Act of 1976, Public Law 94-348. The purpose of the law is "to promote the safety of employees and travelers upon railroads by limiting the hours of service of employees. . . ." This appendix is designed to explain the effect of the law in commonly-encountered situations.

The Act governs the maximum work hours of employees engaged in one or more of the three basic categories of covered service treated below: train and engine service; communication of train orders; and installation, repair or maintenance of signal systems. If an individual performs more than one kind of covered service during a tour of duty, then the most restrictive of the applicable limitatitons control.

The Act applies to any common carrier engaged in interstate or foreign commerce by railroad. It governs the carriers' operations over its own railroad and all lines of road which it uses.

### Installation, Repair or Maintenance of Signal Systems

**Covered Service**

The 1976 amendment to the Act added to the class of those persons subject to limitations on hours of service individuals employed by a common carrier who are engaged in installing, repairing or maintaining signal systems. The House committee report on the 1976 amendments contains the following passage, which was repeated on the Senate floor during the debate on passage in that body:

The duties of signalmen encompass the construction, installation, repair, maintenance, testing and inspection of signal systems. These signal systems include automatic block signal systems, traffic control systems, train stop, rail-highway grade crossing protection, automatic classification yards, hot box detectors, broken flange detectors, and other similar devices, appliances and systems. H.R. Rep. No. 94-1166 (1976) at pg. 12.

This explanation of the languages of the statute stands as the basic guide to the types of duties covered by this amendment.

The Act applies to persons employed in carrier signal shops whose duties involve the assembly or repair of components used in signal systems. It makes no difference whether work on a component is done in the field or in a shop, since the impact on safety resulting from fatigue may be as great in either case.

It should be noted that certain related work will have such a minimal relation to traditional signal duties as to put it outside the scope of covered service. For instance, an individual responsible for track maintenance whose only signal-related work is the replacement of insulation at rail joints would not be covered by the Act.

In keeping with the functional approach of the Act, employees are subject to the Act only if they perform covered service. Work in the nature of digging ditches into which signal cables are to be laid, putting up poles (without installing signal lines), and driving signal department vehicles is not covered service under the Act. Of course, if an individual performing such duties also engages in covered service during the twenty-four hour period, then the individual will be subject to the Act for the particular duty tour and for purposes of required off-duty periods. (See discussion of "Commingled Service," below.)

**Limitations on Hours**

No individlual employed by a common carrier in installing, repairing or maintaining signal systems may be required or permitted to work in excess of twelve consecutive hours. After working a full twelve consecutive hours, an individual must be given at least ten consecutive hours off duty before being permitted to return to work.

No individual engaged in covered work may be required or permitted to continue on duty or go on duty unless he has had "at least eight consecutive hours off duty within the preceding twenty-four hours." The clear spirit and intent of the quoted language lead to the conclusions that:

(1) When the work tour is broken or interrupted by off-duty periods of less than 8 consecutive hours, the individual may be on duty up to a maximum of 12 hours during a 24-hour period, so long as such individual has had a statutory off-duty period of at least 8 or 10 consecutive hours immediately prior to beginning the work tour.

(2) After completing the 12 hours of broken duty, or at the end of the 24-hour period, whichever occurs first, the employee may not be required or permitted to continue on duty or to go on duty until he has had at least 8 consecutive hours off duty.

(3) The 24-hour period referred to in paragraphs 1 and 2 above shall begin upon the commencement of a work tour by the employee immediately after his having received a statutory off-duty period of 8 or 10 hours.

The provision on emergencies, discussed below, may extend the permissible hours of an individual engaged in signal work.

The following examples illustrate the effect of the limitations on hours of service in situations similar to those likely to be encountered on many railroads. For simplicity, the examples assume no breaks in the continuity of service during the stated hours.

Example A

**Facts:** Regular duty tour, 7:00 a.m.-3:00 p.m. (8 hours) Trouble call 10:00 p.m.-1:00 a.m. (3 hours)

**Effect of law:** The individual may not return to his regular job until 9:00 a.m., since he must receive 8 consecutive hours off duty before commencing a new 24-hour period. (Note that the individual had not had 8

## Department of Transportation
## Federal Railroad Administration
## (FRA Docket No. HS-4, Notice No. 1)

### Notice of Agency Interpretations; Request for Public Comment

The Federal Railroad Administration (FRA) intends to issue a statement of agency policy and interpretation concerning the Hours of Service Act, as amended (45 U.S.C. 61-64-b). Since the Act was recently amended in several significant respects by section 4 of the Federal Railroad Safety Authorization Act of 1976, Public Law 94-348, FRA seeks public comment concerning whether the proposed interpretations represent a realistic application of the statutory language to actual conditions in the railroad industry. While the amended statute will necessarily impose significant new restrictions on carrier utilization of personnel, especially signal forces, FRA is concerned that the Act be administered in a way which will serve the beneficent purposes of the Act without producing unintended and unnecessary problems for carriers and their employees.

The interpretations will be published in the form of an appendix to Part 228 of Title 49, Code of Federal Regulations, which consists of FRA regulations that implement the Hours of Service Act. The appendix will describe and interpret the requirements of the Act, providing guidance for its application in commonly encountered situations.

In developing the draft of the appendix set forth below, FRA has examined the legislative history of the recent amendments, as well as relevant court decisions bearing on previously-enacted provisions of the law. FRA has also received numerous comments from interested persons relating to specific issues. While it has not been possible to anticipate and address all of the various questions likely to arise, especially with regard to the new requirements, FRA has attempted to prepare a reasonably comprehensive guide to the law. The appendix, when finalized, will replace an informational memorandum of January 9, 1973, which has been widely disseminated within the industry and which has been made available to the public generally.

The proposed appendix does not address the meaning of the 1976 amendment to the Act which makes it unlawful for a common carrier to provide sleeping quarters for employees covered by the Act "which do not afford such employees an opportunity for rest, free from interruptions caused by noise under the control of the railroad, in clean, safe, and sanitary quarters". FRA intends to address the issues posed by this portion of the statute by amending the appendix at a future date. FRA solicits comments concerning this provision as it applies to fixed quarters, trailers, and camp or bunk cars.

While public proceedings on the appendix are not required by law or agency rules, FRA invites public comment on the draft for the purpose of identifying those portions of the document which may require expansion, refinement, or modification prior to final publication.

Comments should refer to Docket No. HS-4 and should be submitted in triplicate to the Docket Clerk, Office of Chief Counsil (RCC-1), Federal Railroad Administration, 400 7th Street, S.W., Washington, D.C. 20590. Comments received by October 29, 1976, will be considered in preparing the final document.

Issued in Washington, D.C. on Sept. 22, 1976.

Asaph H. Hall, Administrator

consecutive hours off duty between the regular duty tour and the trouble call.)

Example B

**Facts:** Regular duty tour, 7:00 a.m.-3:00 p.m. (8 Hours) Trouble Call 1, 10:00 p.m.-12:00 midnight (2 hours) Trouble Call 2, 5:00 a.m.-6:00 a.m. (1 hour)

**Effect of law:** The individual may not return to his regular job until 2:00 p.m., since he must receive 8 consecutive hours off duty before commencing a new 24-hour period.

Example C

**Facts:** Regular duty tour, 7:00 a.m.-3:00 p.m. (8 hours) Trouble Call 1, 10:00 p.m.-12:00 midnight (2 hours) Trouble Call 2, 6:00 a.m.

**Effect of law:** The individual must be given 8 hours rest starting at 7:00 a.m. since the 24-hour period which commenced at 7:00 a.m. the previous day has now expired.

**Duty Time and Effective Periods of Release**

The Act provides that time on duty begins to run when an individual reports for duty and terminates when the individual is finally released from duty.

Travel between the individual's regular reporting point and his residence in connection with his usual duty tour is not counted in computing hours on duty under the Act.

FRA recognizes that much of the compensated time of signal maintainers and others preforming covered service is devoted to traveling along the lines of railroad for which the individuals have responsibility. Often an individual goes directly from his home to the duty site without first formally reporting to his headquarters or office. Hence, provisions of the Act relating to signal work would have little meaning unless the individual's travel time for the employer is considered on-duty time.

Uniform and consistent administration of the Act requires that a fixed, known standard be enunciated for the treatment of time spent in transportation for the carrier's purposes. FRA has determined that the following statements fairly interpret the intent of the Act while providing objective standards applicable to most common situations. For purposes of the following, "compensated transportation time" means time spent in transportation for the carrier's purposes, which is compensated by the employer—either through an hourly wage or agreed "arbitrary" payment. In the case of a salaried employee, compensation is assumed.

(1) **Commuting:** As stated above, normal commuting between the individual's residence and his normal "headquarters" or "regular reporting point" is not time on duty for any purpose. This principle applies only to comuting associated with a regular duty period.

It is immaterial whether the individual employs a personal vehicle or carrier truck for commuting.

Example 1-A: Signalman A operates out of a headquarters point to which he normally reports at the beginning of a work day. His transportation time between his home and the headquarters point at the beginning and end of the normal work day is counted as part of his required off-duty period of 8 or 10 hours.

(2) **Transportation during regular duty tour.** All time spent in transportation during a regular duty tour is normally time on duty, assuming it is associated with covered service. (See discussion on "Commingled Service" under GENERAL PROVISIONS, below.)

Example 2-A. After reporting to headquarters for a scheduled work day, Signalman A drives or rides in a vehicle or track car to a work site where covered service is performed. The trip from headquarters to work site takes 40 minutes. The trip time is considered on-duty time.

Example 2-B. Having finished covered service at the last work site of the regular day, Signalman A drives or rides in a vehicle or track car back to headquarters, where he ties up. The trip back to headquarters is on-duty time for Signalmen A.

Example 2-C. A signal gang travels to a work site remote from individual residences. The carrier houses the crew in a motel (or trailer, etc.), which is treated as the tie-up point for the gang. The gang is given any necessary rest period. The gang departs the motel at 7:30 a.m. the next morning for a work site, works continuously all day, and returns to the tie-up point at 7:30 p.m. that evening. Members of the gang have been on duty for 12 hours for purposes of the Act (and must have 10 consecutive hours off duty before returning to work).

(3) **Transportation directly to work site, regular duty tours.** Compensated travel time from an individual's residence to an initial work site other than his headquarters in connection with a scheduled duty period is considered time on duty. FRA has been informed that, customarily, signal maintainers and other employees engaged in this work will report to headquarters before going to a work site on the line of railroad (see above). However, in those instances where an employee is permitted to utilize some of his compensated time traveling directly from his residence to a work site where covered service is performed ,that time is counted as time on duty under the Act. It is administratively impracticable to distinguish between work sites which are relatively close to the residence and those distant from the residence.

Example 3-A. Signalman A, whose usual work day begins at 7:00 a.m., goes directly to a work site on a given day instead of reporting to headquarters. Signalman A leaves his home at 6:30 a.m. and drives to the work site, arriving at 7:45 a.m. He is paid from 7:00 a.m. until he goes off duty. Signalman A is on duty for purposes of the Act from 7:00 a.m. forward. It is immaterial whether he drove to the work site in his personal automobile or a carrier provided truck.

(4) **Transportation from work site to residence; regular duty tour.** Compensated travel time from an individual's final work site to his personal residence is on-duty time under the Act. Normally signal maintainers and others tie up at their headquarters. However, where an individual is permitted or required to travel from a work site directly to his residence and is compensated in some way for his time, then that actual period of travel (less personal detours) is on-duty time.

Example 4-A. Signalman B, who first went on duty at 7:00 a.m., finishes work at an outlying work site, at 3:30 p.m. He drives or rides (by personal automobile or carrier-provided truck) directly to his home. No stop is made at headquaters. He is compensated in some way for the entire trip, which ends at 4:45 p.m. His compensated time from 7:00 a.m. until 4:45 p.m. is on-duty time for Hours of Service purposes.

(5) **Trouble calls.** As a general rule, all compensated time from the time an individual receives a trouble call until he arrives back at his residence is considered time on duty. Of course, this assumes the individual actually begins service for the carrier immediately and makes no personal detours. Periods devoted to purely personal matters are deducted from the total time on duty. Only compensated time is counted. For instance, if the individual is required to return to headquarters after a call to "tie-up", and receives no additional pay for the period of transportation from headquarters to home, then the employee is considered to be off duty from the time he ties up at his headquaters. FRA is aware that the law will substantially diminish carrier flexibility in the use of signal employees for trouble calls. Indeed, that seems to be the clear intent of Congress. Failure to recognize actual time spent responding to and returning from trouble calls as time on duty would emasculate the law. It should be emphasized, however, that time on duty is limited to actual time spent in service for the carrier. Thus, if an individual devotes only 2 hours to a call for which he receives 2 hours and 40 minutes overtime pay under a collective bargaining agreement, only the actual time worked (2 hours) is counted for purposes of the Act.

Example 5-A. Signalmen C, some time after returning home following a regular 8-hour work day, receives a trouble call to repair a signal which displays a false restrictive aspect. The work location is about 20 miles from his residence. Signalmen C immediately puts on work clothing and departs for the work site, repairs the difficulty, and returns home, consuming 2 hours. Signalman C receives 2 hours 40 minutes of overtime pay for the trouble call. On these facts, Signalman C has been on duty for 10 hours (8 + 2=10) in broken service. Signalman C may work no more than an additional 2 hours during the 24-hour period which commenced when he began his regular duty tour, unless he is called for an emergency (see below).

A release period is considered off-duty time if it provides a meaningful period of relaxation and if the employe is free of all responsibilities to the carrier. If there are no food service facilities available in the vicinity of the point of duty assignment, transportation time to and from the facility is counted as time on duty with respect to any meal period.

**Emergencies**

In case of emergency, an individual engaged in installing, repairing or maintaining signal systems may be permitted or required to work an additional four hours (up to 16 rather than 12) in a 24-hour period. An emergency ceases to exist when the signal systems are restored to service.

An emergency is a condition caused by an accident, act of God, or equipment malfunction resulting in a disruption of the signal system which could materially affect safety of railroad operations.

Examples of disruptions which materially affect safety include false proceed indications, malfunctioning grade crossing protection devices, and major signal system failures caused by storms, natural disasters, power failures and accidents. A false restrictive condition, by itself, is not an emergency within the meaining of the Act.

It is important to remember that the existence of a bona fide emergency does not excuse the failure to provide a proper off-duty period after the emergency is over. In addition, the existence of a continuing emergency will not always justify working an employee a full 16 hours. Consider the following:

Example

**Facts:** Regular duty tour 7:00 a.m.-3:00 p.m. (8 hours) Trouble call 10:00 p.m.-12:00 midnight (2 hours) Emergency call (valid continuing emergency) 3:00 a.m.-

**Effect of law:** The individual must be released for 8 hours rest not later than 7:00 a.m., even though at that time he has worked only 14 hours total. The reason for this is that the 24 hour period which commenced at 7:00 a.m. the previous day has now expired.

## General Provisions (Applicable to all Covered Service)

**Commingled Service**

All duty time for a railroad even though not otherwise subject to the Act must be included when computing total on-duty time of an individual who performs one or more of the types of service covered by the Act. This is known as the principle of "commingled service".

For example, if an employee performs duty for 8 hours as a trainman and then is used as a trackman (not covered by the law) in the same 24-hour period, total on-duty time is determined by adding the duty time as trackman to that as trainman. The law does not distinguish treatment of situations in which non-covered service follows, rather than procedes, covered service. The limitations on total hours apply on both cases. It should be remembered that attendance at required rules classes is duty time subject to the provisions on "commingling". Similarly, where a carrier compels attendance at a disciplinary proceeding, time spent in attendance is subject to the provisions on commingling.

When an employee performs service covered by more than one restrictive provision, the most restrictive provision determines the total lawful on-duty time. Thus, when an employee performs duty in train or engine service and also as an operator, the provisions of the law applicable to operators apply to all on-duty and off-duty periods during such aggregate time.

An employee subject to the 12 hour provision of section 2 of the law does not become subject to the 9 or 12-hour provisions of section 3 merely because he receives, transmits or delivers orders pertaining to or affecting the movement of his train in the course of his duties as a trainman.

Signalmen assigned to "gangs" sometimes travel for many hours over great distances by railroad or highway, transporting equipment, trailers, and personnel to new work locations. Often days spent in travel will not involve any actual signal work. However, such travel does constitute "time on duty in other service performed for the common carrier. . . ." Consequently, if a gang, after receiving the statutory off-duty period of 8 or 10 hours, travels for 14 hours to reach a new work area, no violation of the Act has occurred. However, that gang must be given ten consecutive hours off duty before being permitted to commence a work tour involving covered service.

It should be noted that if a signal gang works 8 hours in covered service and then travels for 5 hours without an intervening period of rest, a violation has occurred with respect to each gang member, the two periods being "commingled".

**Sleeping Quarters**

Under the 1976 amendments to the Act it is unlawful for any common carrier to provide sleeping quarters for persons covered by the House of Service Act which do not afford such persons an opportunity for rest, free from interruptions caused by noise under the control of the railroad, in clean, safe, and sanitary quarters. Such sleeping quarters include crew quarters, camp or bunk cars, and trailers.

**Collective Bargaining**

The Hours of Service Act prescribes the maximum permissible hours of service consistent with safety. However, the Act does not prohibit collective bargaining for shorter hours of service and time on duty.

**Penalty**

The penalty provisions of the law apply to the carriers and not their employees.

Each and every violation of the requirements of the Hours of Service Act concerning duration of service subjects the offending railroad to a penalty of $500. Each employee required or permitted to be on duty for a longer period than prescribed by law represents a separate and distinct violation and subjects the railroad to the statutory penalty of $500.

**Statute of Limitations**

No suit may be brought after the expiration of two years from the date of violation.

**Exemptions**

A railroad which employs not more than 15 persons covered by the Hours of Service Act (including signalment and hostlers) may be exempted from the law's requirements by the FRA after hearing and for good cause shown. The exemption must be supported by a finding that it is in the public interest and will not adversely affect safety. The exemption need not relate to all carrier employees. In no event may any employee of an exempt railroad be required or permitted to work beyond 16 hours continuously or in the aggregate within any 24-hour period. Any exemption is subject to review at least annually.

# FLASH: BofRS endorses more congressional candidates

At press time, the following candidates are endorsed by the Signalmen (see also pages 10-11).

Incumbent is shown by *in front of the name.

**Arizona:** Senate — Dennis DeConcini (Dem). House districts—1 Pat Fullinwider (Dem); 2 *Morris K. Udall (Dem); 3 Bob Stump (Dem); 4 Tony Mason (Dem).

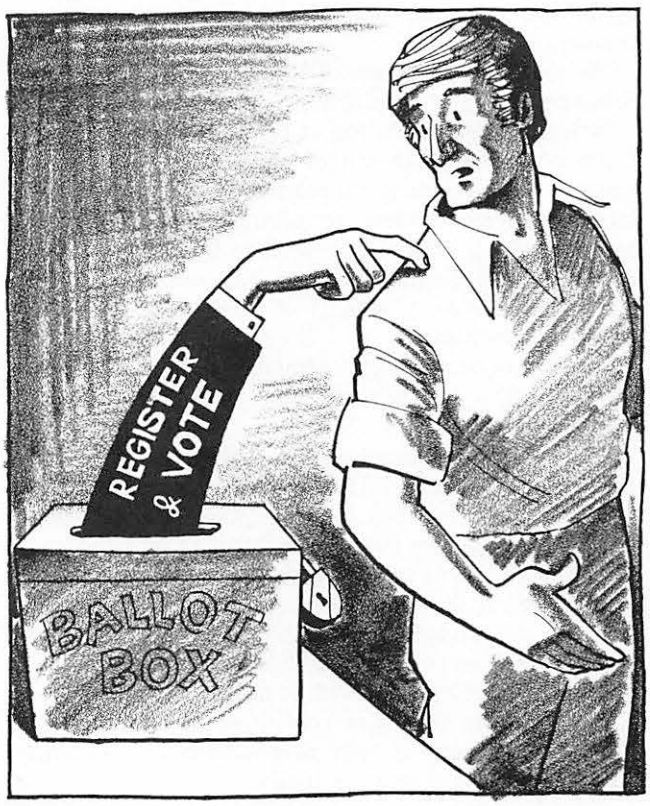
**California:** House districts—16 Leon Panetta (Dem); 27 Gary Familian (Dem); 41 King Golden, Jr. (Dem).

**Colorado:** House districts—2 *Timothy Wirth (Dem); 3 *Frank Evans (Dem); 4 Dan Ogden (Dem); 5 Dorothy Hores (Dem).

**Connecticut:** Senate—*Lowell P. Weicker, Jr. (Rep). House districts—1 *William R. Cotter (Dem); 2 *Christopher J. Dodd (Dem); 3 *Robert N. Giaimo (Dem); 4 *Stewart B. McKinney (Rep); 5 *Ronald A. Sarasin (Rep); 6 *Anthony T. Moffett (Dem).

**Florida:** Senate—*Lawton Chiles (Dem). House districts—7 *Sam Gibbons (Dem); 8 Andy Ireland (Dem); 11 *Paul G. Rogers (Dem); 13 *William Lehman (Dem); 14 *Claude Pepper (Dem); 15 *Dante B. Fascell (Dem).

**Georgia:** House districts—8 Billy Lee Evans (Dem); 9 Ed Jenkins (Dem).




**Louisiana:** House districts—2 *Corinne C. Boggs (Dem); 7 *John B. Breaux (Dem); 8 *Gillis W. Long (Dem).

**Massachusetts:** Senate—*Edward M. Kennedy (Dem). House districts—1 *Silvio O. Conte (Rep); 2 *Edward P. Boland (Dem); 3 *Joseph D. Early (Dem); 4 *Robert F. Drinan (Dem); 5 *Paul Tsongas (Dem); 6 *Michael Harrington (Dem); 7 Edward J. Markey (Dem); 8 *Thomas J. O'Neill, Jr. (Dem); 9 *John J. Moakley (Dem); 10 *Margaret Heckler (Rep); 11 *James A. Burke (Dem); 12 *Gerry Studds (Dem).

**Minnesota:** Senate — *Hubert H. Humphrey (Dem). House districts—1 Robert Olson (Dem); 2 Gloria Griffin (Dem); 3 Jerry Coughlin (Dem); 4 Bruce Vento (Dem); 5 *Donald Fraser (Dem); 6 *Richard Nolan (Dem); 7 *Bob S. Bergland (Dem); 8 *James L. Oberstar (Dem).

**Missouri:** Senate—Warren Hearns (Dem). House district—2 Robert Young (Dem).

**Nevada:** Senate—*Howard W. Cannon (Dem). House district (at large)—*James Santini (Dem).

**New Hampshire:** House districts—1 *Norman D'Amours (Dem); 2 Joseph Grandmaison (Dem).

**New Mexico:** House district—1 Raymond Garcia (Dem).

**North Carolina:** House districts—6 *Richard Preyer (Dem); 7 *Charles G. Rose (Dem); 8 *W. G. Hefner (Dem).

**North Dakota:** Governor — *Arthur A. Link (Dem). Senate—*Quentin N. Burdick (Dem). House district (at large)—Lloyd B. Omdahl (Dem).

**Oklahoma:** House districts—2 *Ted Risenhoover (Dem); 4 *Tom Steed (Dem).

**Rhode Island:** House districts—1 *Fernand J. St. Germain (Dem); 2*Edward P. Beard (Dem).

**Texas:** House district—*Abraham Kazen, Jr. (Dem).

**Utah:** Senate—*Frank Moss (Dem). House districts—1 *K. Gunn McKay; 2 *Allan Howe (Dem).

**Vermont:** Senate — *Robert Stafford (Dem). House district (at large)—*James Jeffords (Rep).

**Wisconsin:** Senate—*William Proxmire (Dem). House districts—1* Les Aspin (Dem); 2 *Robert Kastenmeier (Dem); 3 *Alvin J. Baldus (Dem); 4 *Clement Zablocki (Dem); 5 *Henry Reuss (Dem); 6 Joseph C. Smith (Dem); 7 *David R. Obey (Dem); 8 *Robert Cornell (Dem); 9 Lynn McDonald (Dem).

**Wyoming:** Senate—*Gale W. McGee (Dem). House district (at large)—*Teno Roncalio (Dem).

# Constitution is amended

Delegates to the 40th Regular Convention of the Brotherhood of Railroad Signalmen passed certain resolutions and recommendations which amended the Constitution of the BofRS. All changes are effective October 1, 1976.

The present sections of the Constitution are shown in *italic*, while the new wording or revisions are shown in regular type. The Constitution will be reprinted to include all changes.

ARTICLE I

*Sec. 4. The Grand Lodge between Conventions shall be composed of a President, a Secretary-Treasurer, seven Vice Presidents and a three member Board of Trustees (one Vice President and one Trustee to be elected from Canada).*

Sec. 4. The Grand Lodge between Conventions shall be composed of a President, a Secretary-Treasurer, seven Vice Presidents and a three member Board of Trustees (one Vice President and one Trustee to be elected from Canada). The Vice President and one Trustee elected by the Convention from Canada shall be elected from the nominees submitted to the Convention by the Canadian General Committee.

*Sec. 8. The headquarters of regional Vice Presidents shall be at locations designated by the Grand Executive Council and when so established, shall not be changed except upon approval of the Grand Executve Council. Each full time Grand Lodge Officer shall reside within a reasonable commuting distance of his headquarters. The headquarters of the Vice President elected as a representative on the National Railroad Adjustment Board shall be at the headquarters of that Board. The headquarters of members of the Board of Trustees shall be at their respective homes.*

Sec. 8. The headquarters of the regional Vice Presidents shall be at locations designated by the Grand Executive Council and when so established, shall not be changed except upon approval of the Grand Executive Council. Each full time Grand Lodge Officer shall reside within a reasonable commuting distance of his headquarters. The headquarters of members of the Board of Trustees shall be at their respective homes.

*Sec. 18. No elective officer shall hold more than one elective position, either in Grand Lodge or in Grand Lodge and a Subordinate Lodge, or on a General Committee, at the same time. However, this shall not prevent officers in a Subordinate Lodge or on a General Committee from serving on the Board of Trustees of Grand Lodge, or as the full time Grand Lodge Representatve from Canada, nor shall it prevent where the General Committee bylaws so provide, a General Chairman also holding a position of General Secretary-Treasurer of that General Committee.*

Sec. 18. No elective Officer shall hold more than one elective position, either in Grand Lodge or in Grand Lodge and a Subordinate Lodge, or on a General Committee, at the same time. However, this shall not prevent Officers in a Subordinate Lodge or on a General Committee from serving on the Board of Trustees of Grand Lodge, or as the full time Grand Lodge Representative from Canada.

*Sec. 26. The elective Officers shall be paid annual salaries (aside from any cost-of-living adjustments made and provided for in any escalator clause agreement) as follows (effective 10-1-73):*

*President ..... $25,193.46*
*Secretary-Treasurer ..... 21,533.69*
*Vice Presidents ..... 20,707.03*
*Grand Lodge Representative—Canada*
*Salary paid on same basis as Grand Lodge Representatives' salaries provided for in Section 27.*
*Grand Board of Trustees (when devoting full time to Grand Lodge work) ..... $72.82 per day.*

Sec. 26. The elective Officers shall be paid annual salaries (aside from any cost-of-living adjustments made and provided for in any escalator clause agreement) as follows (effective 10-1-76):

President ..... $41,500.00
Secretary-Treasurer ..... 31,750.00
Vice Presidents ..... 29,750.00
Grand Lodge Representative—Canada
Salary paid on same basis as Grand Lodge Representatives' provided for in Section 27.
Grand Board of Trustees (when devoting full time to Grand Lodge work) ..... $90.09 per day.

*Sec. 27. Appointive positions in Grand Lodge, that is, Grand Lodge Representatives, shall be paid monthly salaries as follows (effective 10-1-73):*

*Grand Lodge Representatives—*
*1st 3 months ..... $1,556.73*
*2nd 3 months ..... 1,581.73*
*3rd 3 months ..... 1,606.73*
*4th 3 months ..... 1,631.73*
*Thereafter ..... 1,656.73*

Sec. 27. Appointive positions in Grand Lodge, that is Grand Lodge Representatives, shall be paid monthly salaries as follows (effective 10-1-76):

| Grand Lodge Representatives— | |
|---|---|
| 1st 3 months | $2,017.80 |
| 2nd 3 months | 2,042.80 |
| 3rd 3 months | 2,067.80 |
| 4th 3 months | 2,092.80 |
| Thereafter | 2,117.80 |

*Sec. 28. The annual salaries provided for in Sections 26 and 27 of this Article shall be adjusted upward or downward in accordance with any general wage adjustments upward or downward which affect the members of the Brotherhood working on the railroads in the United States and effective the same date. Such adjustments in the annual salaries of the elective Officers shall be made on the basis of 2,964 hours per year. Adjustments in the salaries for the Grand Board of Trustees shall be made on the basis of eight hours per day. The adjustments of salaries shall be computed by the Secretary-Treasurer of Grand Lodge and shall be submitted to the Grand Board of Trustees for their approval.*

Sec. 28. The annual salaries provided for in Sections 26 and 27 of this Article shall be adjusted upward or downward in accordance with any general wage adjustments upward or downward which affect the members of the Brotherhood working on the railroads in the United States and effective the same date. Such adjustments in the annual salaries of the elective Officers shall be made on the basis of 2,972 hours per year. Adjustments in the salaries for the Grand Board of Trustees shall be made on the basis of eight hours per day. The adjustments of salaries shall be computed by the Secretary-Treasurer of Grand Lodge and shall be submitted to the Grand Board of Trustees for their approval.

*Sec. 29. An elective Grand Lodge Officer, or full time Grand Lodge Representative, who has already retired, or who may in the future retire from active service with Grand Lodge under the provisions of the Railroad Retirement rules, and who has been in service of Grand Lodge for ten (10) years or more (a major portion of each of the ten years to count as a year of service), at the time of retirement, shall be paid a retirement annuity amounting to three dollars ($3.00) per month for each year or major portion of a year of service with Grand Lodge, such annuity payments to be paid monthly.*

Sec. 29. An elective Grand Lodge Officer, or full time Grand Lodge Representative, who has already retired, or who may in the future retire under the provisions of the Railroad Retirement rules, and who has been in service of Grand Lodge for five (5) years or more (a major portion of each of the five years to count as a year of service) at the time of retirement, shall be paid a retirement annuity amounting to five dollars and fifty cents ($5.50) per month for each year or major portion of a year of service with Grand Lodge, such annuity payments to be paid monthly.

*Sec. 30. The full time Grand Lodge Officers both elected and appointed, shall be granted paid vacation, sick leave and all other benefits in a like manner and effective the same date and on the same basis as are granted to the members of the Brotherhood working on carriers in the United States and secured for them through national agreements between the Brotherhood and the carriers.*

*General Committees having full time General Chairmen shall be eligible to participate in the health and welfare plan established by Grand Lodge in accordance with the above provisions for their full time General Chairmen, when they so desire. If a General Committee desires to participate in the plan, necessary arrangements must be made with the Secretary-Treasurer of Grand Lodge on a monthly basis by the General Secretary to cover all cost of said participation.*

Sec. 30. The full time Grand Lodge Officers, both elected and appointed, shall be granted paid vacation, sick leave and all other benefits in a like manner and effective the same date and on the same basis as are granted to the members of the Brotherhood working on carriers in the United States and secured for them through national agreements between the Brotherhood and the carriers.

General Committees shall be eligible to participate in the health and welfare, sick leave and other insurance plans established by Grand Lodge in accordance with the above provisions for their General Committee, when they so desire. If a General Committee desires to participate in such plans, necessary arrangements must be made between the Secretary-Treasurer of Grand Lodge and the General Secretary to cover all costs of said participation on a monthly basis.

*Sec. 43. The Vice Presidents, under supervision and direction of the President, shall perform such duties as may be assigned to them. They shall assist him in the discharge of his duties at Conventions, organizing, visiting, and instructing Subordinate Lodges in the work of the Brotherhood. They shall file written reports with the President as he may from time to time require on any phase of their work, and shall notify him of all violations of the Constitution and the general conditions of the Subordinate Lodges. One of the Vice Presidents shall be elected by the Convention to represent this Brotherhood on the*

member advising him that the elections will take place at the meeting. In the event that a member cannot be present at the election meeting, he may request the Recording Secretary to furnish him an official election ballot which will list the names of all nominees for delegates and alternates and the date by which it must be returned. The member may then mark his ballot, enclose it in a plain ballot envelope and return it to the Recording Secretary in an envelope on which he has placed his name and return address, for counting at the election meeting. Where there are two or more nominees for a position, the member, if he so desires, may mark his ballot for the candidate of his choice in a preferential order which will permit his vote to count in case of a tie or run-off election at the meeting.

All elections for delegates and alternates shall be by secret ballot at the officially designated election meeting.

When there is only one nominee for each delegate or alternate, a secret ballot will not be required for election.

Where there are more than two candidates nominated for the same delegate or alternate position, and none of them receive a majority of the votes cast, a secret ballot will be promptly issued with the names of the two candidates who received the highest number of votes cast in the first ballot, and the candidate receiving the majority of votes cast in the second ballot will be elected. In the event that more than two candidates tie for the highest number of votes cast on the first ballot or any subsequent ballot, only the names of those candidates who tied for the highest number of votes cast will be placed on the next ballot. All elections will be by secret ballot, except where a candidate is unopposed for an office. Canadian Subordinate Lodges may conduct their elections without mail ballot, if their Bylaws so provide and so long as Canadian law permits.

*Sec. 143. Grand Lodge shall subscribe to "Labor" newspaper (or "Canadian Railwayman" in Canada) for each active member of the Brotherhood.*

Sec. 143. Grand Lodge shall subscribe to "LABOR" Newspaper (or "CANADIAN RAILWAYMAN" in Canada) for each active member of the Brotherhood and for each retired member, who is entitled to receive a pensioner's membership card as described in Section 192 of Article I of our Constitution, who expresses an interest in such publications.

*Sec. 158. The Contingent Fund shall be used to assist members in good standing when they are idle due to an authorized strike or lockout. Under these conditions, married members shall receive a sum not to exceed $25.00 per week, and single members shall receive a sum not to exceed $20.00 per week, so long as and until, in the opinion of the Grand Executive Council, such payments can be continued, reduced or pro rated; the opinion of the Council to be guided by the condition of the Contingent Fund at any particular time and based on the welfare of the members on strike or lockout, as well as being prepared for further emergencies that may entail additional disbursements from such fund to other members under similar conditions. No payments provided for above shall be made to any member or members until two weeks following the date such authorized strike or lockout becomes effective.*

Sec. 158. The Contingent Fund shall be used to assist members in good standing when they are idle due to an authorized strike or lockout. Under these conditions, each member shall receive a sum not to exceed $25.00 per week so long as and until, in the opinion of the Grand Executive Council, such payments can be continued, reduced or pro rated; the opinion of the Council to be guided by the condition of the Contingent Fund at any particular time and based on the welfare of the members on strike or lockout, as well as being prepared for further emergencies that may entail additional disbursements from such fund to other members under similar conditions. No payments provided for above shall be made to any member or members until two weeks following the date of such authorized strike or lockout becomes effective, or until such member or members have accumulated a loss of ten days or more of work on account of a selective or rotating strike.

*Sec. 161. The proceeds of the Contingent Fund or any part thereof shall not be subject to charge, garnishment, levy, assessment, lien, or in any way made liable for the debts, loans, judgment, or for any other purpose or obligation of the members, Subordinate Lodges, General Committees, or Grand Lodge of this Brotherhood.*

Sec. 161. The proceeds of the Contingent Fund or any part thereof shall not be subject to charge, garnishment, levy, assessment, lien, or in any way made liable for debits, loans, judgment, or for any other purpose or obligation of the members, Subordinate Lodges, General Committees, or Grand Lodge of this Brotherhood, except when the Grand Executive Council and the Board of Trustees consider it necessary, and only if the fund is properly secured to assure immediate use when needed for the purpose this Contingent Fund is intended.

ARTICLE II

*Sec. 10. The Officers of a Subordinate Lodge shall be known as Chief, First Vice Chief, Second*

*Vice Chief, Recording Secretary, Financial Secretary, Treasurer, Assistant Financial Secretary, Lever, Chaplain, Inside Semaphore, and a Board of Trustees consisting of three or more members. Where Local bylaws so provide, the offices of Lever, Chaplain and Inside Semaphore need not be elected, such Officers to be appointed at each meeting by the presiding Officer.*

Sec. 10. The Officers of a Subordinate Lodge shall be known as the President, First Vice President, Second Vice President, Recording Secretary, Financial Secretary, Sergeant-at-Arms, Chaplain, and a Board of Trustees consisting of three or more members. Where Local Bylaws so provide, the offices of Sergeant-at-Arms and Chaplain need not be elected, such Officers to be appointed at each meeting by the presiding Officer.

*Sec. 16. The regular triennial nomination and election of Officers of Subordinate Lodges and Local Grievance Committees shall be held between April 1 and October 15 of the election year. Nominations for Local Lodge Officers shall be made at any regular or special meeting of the Local provided, however, that at least thirty (30) days written notice must be given each member by the Recording Secretary, advising him that the nomination for Local Lodge Officers will take place at that meeting.*

*Any member who cannot attend the meeting may nominate the candidates of his choice for Local Lodge Officers by writing the Recording Secretary of his Subordinate Lodge and advising him of the names of his choice for nominees. Any such nominations must be in writing and sent by mail to the Recording Secretary.*

*The Recording Secretary shall stipulate in the nomination notice the last date for receipt of the nominations which may be mailed in by the member who cannot attend the meeting.*

*The elections for Local Lodge Officers will take place at any regular or special meeting of the Local provided, however, that at least thirty (30) days written notice must be given each member advising him that the election will take place at the meeting. In the event that a member cannot be present at the election meeting, he may request the Recording Secretary to furnish him with an official election ballot which will list the names of all nominees for Local Lodge offices and the date by which it must be returned. The member may then mark his ballot and enclose it in a plain ballot envelope and return it to the Recording Secretary in an envelope on which he has placed his name and return address, for counting at the election meeting. Where there are two or more nominees for a position, the member, if he so desires, may mark his ballot for the candidate of his choice in preferential order which will permit his vote to count in case of a tie or a run-off election at the meeting.*

*All elections for Local Lodge Officers shall be at the officially designated election meeting. Write-in votes and voting by proxy shall not be permitted.*

Sec. 16. The regular triennial nomination and election of Officers of Subordinate Lodges and Local Grievance Committees shall be held between April 1 and October 15 of the election year. Nominations for Local Lodge Officers shall be made at any regular or special meeting of the Local provided, however, that at least thirty (30) days written notice must be given each member by the Recording Secretary, advising him that the nomination for Local Lodge Officers will take place at that meeting.

Any member who cannot attend the meeting may nominate the candidates of his choice for Local Lodge Officers by writing the Recording Secretary of his Subordinate Lodge and advising him of the names of his choice for nominees. Any such nominations must be in writing and sent by mail to the Recording Secretary.

The Recording Secretary shall stipulate in the nomination notice the last date for receipt of the nominations which may be mailed in by the member who cannot attend the meeting.

The elections for Local Lodge Officers will take place at any regular or special meeting of the Local provided, however, that at least thirty (30) days written notice must be given each member advising him that the election will take place at the meeting. In the event that a member cannot be present at the election meeting, he may request the Recording Secretary to furnish him with an official election ballot which will list the names of all nominees for Local Lodge officers and the date by which it must be returned. The member may then mark his ballot and enclose it in a plain ballot envelope and return it to the Recording Secretary in an envelope on which he has placed his name and return address, for counting at the election meeting. Where there are two or more nominees for a position, the member, if he so desires, may mark his ballot for the candidate of his choice in preferential order which will permit his vote to count in case of a tie or a run-off election at the meeting.

All elections for Local Lodge Officers shall be at the officially designated election meeting. Write-in votes and voting by proxy shall not be permitted.

Canadian Subordinate Lodges may conduct their elections without mail ballot, if their Bylaws so provide and so long as Canadian law permits.

*Sec. 23. He shall appoint the majority of all committees, the Local Grievance Committee excepted. He shall sign all withdrawal and transfer cards, all orders on the Treasurer, and all other documents requiring his proper authentication*

*under this Constitution.*

Sec. 23. He shall appoint all Subordinate Lodge Committees, the Local Grievance Committee, and special committees established by other provisions of this Constitution excepted. He shall sign all orders on the Treasurer and all other documents requiring his authentication under this Constitution.

*Sec. 24. The First Vice Chief shall assist the Chief in the discharge of his duties and conduct all meetings in his absence. He shall appoint the minority of all committees.*

Sec. 24. The First Vice President shall assist the President in the discharge of his duties and perform the duties of the President in the latter's absence.

*Sec. 25. His appointive power, as set forth in Section 24 of this Article, does not apply to the Local Grievance Committee.*

Sec. 25. Delete.

*Sec. 70. Any questions arising in conducting meetings of Subordinate Lodges not herein provided for shall be decided in accordance with the principles of parliamentary procedure as set forth in Robert's Rules of Order.*

Sec. 70. Any questions arising in conducting meetings of Subordinate Lodges not herein provided for shall be decided in accordance with the principles of parliamentary procedure as set forth in the latest issue of Robert's Rules of Order.

ARTICLE III

*Sec. 10. The first meeting of the newly elected Local Chairmen and Officers of the General Committee shall be held on or before December 15 of the year in which such Local Chairmen were elected, at a time, date and place as provided in the General Committee Bylaws unless otherwise directed by a majority of the Officers and members of the General Committee. The purpose of this meeting shall be to elect Officers of the General Committee and to transact such other business as may properly come before the meeting. The Officers of the General Committee must be elected by secret ballot except where a candidate for office is unopposed. Write-in votes and voting by proxy shall not be permitted. Where a majority of the members of the General Committee so indicate, or where the General Committee Bylaws so provide, the nomination and election of Officers of the General Committee shall be held at a regular meeting after the Officers and members have been given (30) days advance written notice advising that nomination and election will be held at that meeting. The term of office of each General Committee Officer shall begin as provided in the General Committee Bylaws, but not later than January 1 of the year following the election.*

Sec. 10. Each General Committee must meet at least once every three years at a time, date and place as provided in the General Committee Bylaws. The purpose of this meeting shall be to elect Officers of the General Committee and to transact such other business as may properly come before the meeting. The Officers of the General Committee must be elected by secret ballot except where a candidate for office is unopposed. Write-in votes and voting by proxy shall not be permitted. Where a majority of the members of the General Committee so indicate, or where the General Committee Bylaws so provide, the nomination and election of Officers of the General Committee shall be held at a regular meeting after the Officers and members have been given thirty (30) days advance written notice advising that nomination and election will be held at that meeting. The term of office of each General Committee Officer shall begin as provided in the General Committee Bylaws, but not later than January 1 of the year following the election.

*Sec. 11. Each General Committee must meet at least once every three years. In cases of emergency the General Chairman may call a meeting at any time. If a majority of such General Committee so desire, they may meet monthly or quarterly, or request the General Chairman to call a meeting when deemed advisable for the best interests of the membership under the jurisdiction of such General Committee. Not less than 30 days written notice shall be given for meetings at which elections will be held levying of assessments, or increasing of per capita tax to the Committee is to be decided.*

Sec. 11. In cases of emergency the General Chairman may call a meeting at any time. If a majority of such General Committee so desire, they may meet monthly or quarterly, or request the General Chairman to call a meeting when deemed advisable for the best interest of the membership under the jurisdiction of such General Committee. Not less than 30 days written notice shall be given for meetings at which elections will be held, levying of assessments, or increasing of per capita tax to the Committee is to be decided.

*Sec. 12. The Officers of the General Committee shall be General Chairman, and one or more Assistant (or Vice) General Chairman if provided for in the General Committee Bylaws, a Secretary-Treasurer, and a Board of Trustees consist-*

*ing of three members. The General Chairman and Secretary-Treasurer's offices may be combined where provided in the General Committee Bylaws.*

*Any General Committee Officer, any Chairman of a Local Grievance Committee, and any member who has previously served as a General Committee Officer or as Chairman of a Local Grievance Committee on that particular General Grievance Committee, and who has been in good standing for the past two years, and is not an Officer of another labor organization, shall be eligible to serve as General Chairman, Assistant (or Vice) General Chairman, General Secretary-Treasurer, or Trustee, provided he is elected by secret ballot in accordance with the provisions of this Constitution, and provided further that a member so qualified, but who has been furloughed and granted a withdrawal card and who has later resumed work and deposited his withdrawal card, shall also be considered eligible for election.*

Sec. 12. The Officers of the General Committee shall be General Chairman, and one or more Assistant (or Vice) General Chairman, if provided for in the General Committee Bylaws, a Secretary-Treasurer, and a Board of Trustees consisting of three members. No General Chairman shall hold more than one elective office either in the General Committee, or in the General Committee and a Subordinate Lodge at the same time. The General Chairman and Secretary-Treasurer's offices may be combined where provided in the General Committee Bylaws. Any General Officer, any Chairman of a Local Grievance Committee, and any member who has previously served as a General Committee Officer or as Chairman of a Local Grievance Committee on that particular General Grievance Committee, who has been in good standing for the past two years, who maintains an employe relationship on a position covered by a Brotherhood of Railroad Signalman agreement, and is not an Officer of another labor organization, shall be eligible to serve as General Chairman, Assistant (or Vice) General Chairman, General Secretary-Treasurer or Trustee, provided he is elected by secret ballot in accordance with the provisions of this Constitution, and provided further that a member so qualified, but who has been furloughed and granted a withdrawal card and who has later resumed work and deposited his withdrawal card, shall also be considered eligible for election.

ARTICLE V

Sec. 2. The duty of each Local and General Committee as outlined in this Constitution will not be transferred to Grand Lodge. The Grand Executive Council will review all General and Local Committees to assure that the members are receiving the representation normally required by the provisions of the Constitution and the governing laws of the land.

If in the judgment of the Grand Executive Counucil any Local and/or General Committee is not meeting the representation requirements, it shall make recommendations for corrections.

# Sickness plan is signed

## SUPPLEMENTAL SICKNESS BENEFIT AGREEMENT AS REVISED EFFECTIVE JANUARY 1, 1976

THIS AGREEMENT, made this 14th day of July, 1976 by and between the participating carriers listed in Exhibit A, attached hereto and hereby made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the Brotherhood of Railroad Signalmen, witnesseth:

**IT IS AGREED:**

1. **Revision of Supplemental Sickness Benefit Plan.** Effective January 1, 1976, the Supplemental Sickness Benefit Plan (hereinafter referred to as this Plan) established by the Supplemental Sickness Benefit Agreement of May 9, 1973 to cover railroad shop craft and signal employees is revised with respect to employees parties to this Agreement as set forth in the paragraphs which follow.

2. **Eligibility for Benefits: Eligible Employees, Insured Employees, Qualified Employes.**

(a) **Eligible Employees.** Subject to the provisions of Paragraph 3, benefits will be provided employees under this Plan if, as the result of an accidental bodily injury which occurred or a sickness which commenced while the employee was insured, the employee is disabled to the extent that he is unable to perform the duties of any job available to him in his craft, or, if there is no job available to him in his craft, or, extent that he is unable to perform the duties of the last job on which he worked prior to commencement of the disability. However, benefits under this Plan will not commence unless and until the employee is eligible for sickness benefits under the Railroad Unemployment Insurance Act. Employees eligible for benefits under this Plan are designated "Eligible Employees."

(b) **Insured Employees.** A qualified employee will be insured each month which follows a month in which he rendered compensated service for a participating railroad under the coverage of a schedule agreement held by the Brotherhood of Railroad Signalmen, or took vacation with pay for which he had qualified under a schedule agreement held by the Brotherhood

Washington, D.C., July 14, 1976

**MEMORANDUM**

## Revision of Signalmen's Supplemental Sickness Benefit Plan

| | Signalmen, Maintainers, and higher-rated employees | Assistant Signalmen, etc.— Class 2 employees | Class 3 employees |
|---|---|---|---|
| 1. **Benefit rates—While RUIA Benefits Payable:** | | | |
| Effective 1/1/76 | $200 | $135 | $66 |
| Effective 7/1/76 | 242 | 135 | 66 |
| Effective 1/1/77 | 253 | 135 | 66 |
| Effective 7/1/77 | 276 | 135 | 66 |

These benefit rates apply to disabilities commencing on or after the respective effective dates shown.

2. After RUIA benefit exhausted, supplemental benefit increases by $522.

3. No change in benefit rates after July 1, 1976 unless RUIA is amended effective subsequent to July 1, 1976 to increase sickness benefit thereunder, in which event supplemental benefit will be adjusted so that total benefit (RUIA plus supplement) will not exceed $820 for Signalmen, $709 for Assistant Signalmen, or $636 for Class 3 Employees.

4. Application of all available excess reserves to additional premium amounts necessary for retroactive benefit payments and for offsetting against balance of premium payments through contract period.

5. Waiting period 4 consecutive days.

6. New employees who have completed qualifying requirements under RUIA ($1,000 and 5 months' service in base year) and then become and continue disabled will be eligible for benefits with respect to such disability when they are qualified for RUIA benefits (i.e., July 1, when the next benefit year starts).

7. All carriers to be in national plan.

8. The national insurance contract will be placed on a minimum premium basis if Group Policy Contract GA-23000 of The Travelers Insurance Company is placed upon such a basis pursuant to understanding entered into in connection with the 1975 Health and Welfare negotiations, as follows:

"Agreement in principle to adoption of a premium-plus-account approach to funding GA-23000, provided that further thorough exploration confirms the advice given us jointly by Travelers that the interests of the Policyholder will not be adversely affected."

9. Effective date—January 1, 1976.

10. Duration—30 months (through June 30, 1978).

11. Moratorium provisions substantially similar to that included in the original Supplemental Sickness Benefit Agreement.

12. Dispute as to waiver of November and December, 1975, premiums to be withdrawn.

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of Railroad Signalmen. A qualified employee previously insured who ceased to be insured because of disability (as defined in Paragraph 2(a)), furlough, leave of absence or discharge, and who returns to work for the same railroad, or who commences work for another railroad at the direction of the management of his home road or by virtue of his seniority on his home road or under the provisions of a protective agreement, a statute, or an order of a regulatory authority within twelve calendar months after his insurance had terminated, shall again become insured on the day on which he again renders compensated service under the coverage of a schedule agreement held by the Brotherhood of Railroad Signalmen, and his insurance shall continue for the remainder of that calendar month. An employee who while insured leaves the service of one railroad, and without missing more than one week of work returns to work for another railroad on which he is already a qualified employee, will continue to be insured for the remainder of that calendar month. A qualified employee who has ceased to render compensated service may continue to be insured if the participating railroad by which he is employed is obligated to provide him continued benefits under compensation maintenance provisions of an agreement, a statute, or an order of a regulatory authority and makes premium payments under the applicable insurance contract in the same manner as if the employee had rendered compensated service.

**Note:** The term "insured" in this Paragraph 2 does not necessarily imply coverage by a contract of insurance as referred to in Paragraph 7.

(c) **Qualified Employees.** A qualified employee is one who—

(i) has completed 30 days of continuous employment relationship with the same participating railroad, in a capacity in which he has been represented by the Brotherhood of Railroad Signalmen and covered by its schedule agreement, and

(ii) has completed the requirements to be a "Qualified Employee" as that term is used in Section 3 of the Railroad Unemployment Insurance Act, reading as follows:

"An employee shall be a 'qualified employee' if the Board finds that his compensation will have been not less than $1,000 with respect to the base year, and, if such employee has had no compensation prior to such year, that he will have had compensation with respect to each of not less than five months in such year."

The term "base year" means the completed calendar year immediately preceding the beginning of a benefit year. The term "benefit year" means for purposes of the above definition the twelve-month period beginning July 1 of any year and ending June 30 of the next year. In arriving at the $1,000, only the first $400 of compensation in any month is counted. If the Act should be amended so as to change the definition of "qualified employee" or the associated elements mentioned above during the life of this Agreement, this Paragraph 2(c) will be regarded as amended in conformity with the Act.

An employee will become a qualified employee the first day of the calendar month after he fulfills both such conditions. The requirement of Subparagraph

(c) (i) will be waived with respect to an insured employee who is furloughed and while insured commences work for another participating railroad.

3. **Exclusions and Limitations.** No benefits will be provided under this Plan—

(a) for the first four consecutive days of any disability;

(b) for a longer period, with respect to any disability, than twelve months. Continuing or successive periods of disability will be considered as the same disability unless separated by return to work on a full-time basis for a period of 90 calendar days or more, or unless due to entirely unrelated causes and separated by return to work on at least one day. If benefits are denied in accordance with Subparagraph (j) below because the employee received vacation pay during his disability, the twelve months period specified above shall be extended by the period during which benefits were denied for that reason;

(c) for any disability for which the employee is not treated by a duly qualified physician or surgeon, as certified by the physician or surgeon pursuant to Paragraph 9;

(d) for any day on which the employee performs work for remuneration;

(e) for any disability commencing after the employee had commenced work on a regular or permanent basis for the participating railroad on a position other than a position coming under a schedule agreement held by the Brotherhood of Railroad Signalmen, unless the last position on which he rendered service prior to the disability was a position coming under a schedule agreement held by the Brotherhood of Railroad Signalmen;

(f) for any intentionally self-inflicted disability;

(g) for disability to which the contributing cause was the commission or attempted commission by the employee of an assault, battery or felony;

(h) for disability due to war or act of war, whether war is declared or not, insurrection or rebellion, or due to participating in a riot or civil commotion;

(i) for any period during which an employee is unable to work as the result of pregnancy or resulting childbirth, abortion or miscarriage, except that, subject to the other provisions of this Paragraph 3, benefits will be provided in case of miscarriage resulting from an accident or injury;

(j) subject to the provisions of Paragraph 5(a), for any period during which an employee eligible to receive sickness benefits under the Railroad Unemployment Insurance Act is denied such benefits for any reason including failure by the employee to make application for benefits;

(k) after the employee has attained 65 years of age; or

(l) for any disability commencing after the employee's employment relationship has terminated, except as provided in the next last sentence of Paragraph 2(b).

4. **Benefits.**

(a) Subject to the provisions of Subparagraph 4(b), for periods of disability commencing on or after January 1, 1976, the monthly benefit under this Plan for employees eligible to receive sickness benefits under the Railroad Unemployment Insurance Act will be the amount shown in Lines 3-4, 5-6, 7-8, or 9-10 of Scheule A below, depending on date of commencement of the period of disability involved, and the monthly benefit under this Plan for employees who have exhausted their sickness benefits under the Railroad Unemployment Insurance Act will be the amount shown in Lines 11-12, 13-14, 15-16, or 17-18 of Schedule A below, depending on date of commencement of the period of disability involved, determined in each case on the basis of the rate of pay (including any differentials regularly paid on the position plus any applicable cost-of-living allowance) as of January 1, 1976, as shown in Line 1 or Line 2, of the last position on which the employee rendered service prior to commencement of the disability. The benefit rate will not change during any period of disability unless during such period the employee exhausts his sickness benefits under the Railroad Unemployment Insurance Act, in which event his monthly benefit rate under this Plan will be increased by $522, or unless during such period a new benefit year under the Act starts and the employee whose sickness benefits under the Act had been exhausted is again eligible for such benefits, in which event his monthly benefit rate under this Plan will be reduced by $522.

Referring to Schedule A:

Note: Weekly rated positions will be classified with reference to Line 2 of Schedule A on the basis of the weekly rate multiplied by 4⅓.

For disabilities lasting less than a month, and for any residual days of disability lasting more than an exact number of months, benefits will be paid on a calendar days basis at 1/30 of the monthly benefit rate, as shown in Lines 4, 6, 8, 10, 12, 14, 16 and 18 of Schedule A.

(b) If subsequent to the date of this Agreement the Railroad Unemployment Insurance Act should be so amended as to increase daily benefit rates thereunder for days of sickness subsequent to June 30, 1977, and the sum of 21.75 times the average daily benefit for the Class under the Act as so amended, as identified below, plus the amounts shown in Line 9 of Schedule A above should exceed the amounts in Line 3 of Schedule B below, the amounts shown in Lines 9 and 10 of Schedule A shall be reduced to the extent that the sum of the amounts shown in Line 9 plus 21.75 times the average daily benefit for the Class under the amended Act, as identified below, will not exceed the amounts shown in Line 3 of Schedule B. Corresponding adjustments shall also be made in the amounts shown in Lines 7 and 8 of Schedule A if such amendments should increase such benefit rates for days of sickness subsequent to December 31, 1976 and prior to July 1, 1977; and corresponding adjustments shall also be made in the amounts shown in Lines 5 and 6 of Schedule A if such amendments should increase such benefit rates for days of sickness subsequent to July 1, 1976 and prior to January 1, 1977. "The average daily benefit for the Class under the Act as so amended" for purposes of this Paragraph 4(b) is the benefit which would

**A. Benefit Schedule**

Last Position on Which Service Was Rendered Prior to Disability

| | Item (1) | Class 1 Signalmen or Maintainers or comparable or higher-rated positions (2) | Class 2 Assistant Signalmen or comparable positions, rated below Signalmen (3) | Class 3 Lower-rated signal positions (4) |
|---|---|---|---|---|
| | **Rate of Pay as of January 1, 1976:** | | | |
| 1 | Hourly | $6.61 or above | $5.46 and less than $6.61 | Below $5.46 |
| 2 | Monthly | $1150 or above | $950 and less than $1150 | Below $950 |
| | **Benefit—for Employees Eligible for R.U.I.A. Sickness Benefits:** | | | |
| | During periods of disability commencing from January 1 to June 30, 1976:* | | | |
| 3 | Per Month | $200 | $135 | $ 66 |
| 4 | Per Day | 6.67 | 4.50 | 2.20 |
| | During periods of disability commencing from July 1 to December 31, 1976:* | | | |
| 5 | Per Month | $242 | $135 | $ 66 |
| 6 | Per Day | 8.07 | 4.50 | 2.20 |
| | During periods of disability commencing from January 1 to June 30, 1977:* | | | |
| 7 | Per Month | $253 | $135 | $ 66 |
| 8 | Per Day | 8.43 | 4.50 | 2.20 |
| | During periods of disability commencing July 1, 1977 or later: | | | |
| 9 | Per Month | $276 | $135 | $ 66 |
| 10 | Per Day | 9.20 | 4.50 | 2.20 |
| | **Benefit—for Employees Who Have Exhausted R.U.I.A. Sickness Benefits:** | | | |
| | During periods of disability commencing from January 1 to June 30, 1976:* | | | |
| 11 | Per Month | $722 | $657 | $588 |
| 12 | Per Day | 24.07 | 21.90 | 19.60 |
| | During periods of disability commencing from July 1 to December 31, 1976:* | | | |
| 13 | Per Month | $764 | $657 | $588 |
| 14 | Per Day | 25.47 | 21.90 | 19.60 |
| | During periods of disability commencing from January 1 to June 30, 1977:* | | | |
| 15 | Per Month | $775 | $657 | $588 |
| 16 | Per Day | 25.83 | 21.90 | 19.60 |
| | During periods of disability commencing July 1, 1977 or later: | | | |
| 17 | Per Month | $798 | $657 | $588 |
| 18 | Per Day | 26.60 | 21.90 | 19.60 |

*Both dates inclusive.

be payable to an employee who had worked full time in his base year and whose rate of pay at the December 31, 1975 wage level was:

For employees in Class 1—$6.60
For employees in Class 2—$5.70
For employees in Class 3—$5.10

5. **Offsets.**

(a) **Benefits Provided under Laws.** In any case in which an eligible employee who is not eligible for sickness benefits under the Railroad Unemployment Insurance Act receives annuity payments under the Railroad Retirement Act, or insurance benefits under Title II of the Social Security Act, or unemployment, maternity or sickness benefits under an unemployment, maternity or sickness compensation law, or any other social insurance payments under any law, the benefit which would otherwise be payable to him under this Plan will be reduced to the extent that the sum of such payments or benefits in a month plus the monthly benefit payable under this Plan will not

**B. Limit Schedule**

| Item | Last Position on Which Service was Rendered Prior to Disability: Class 1 Signalmen or Maintainers or higher-rated positions | Class 2 Assistant Signalmen or comparable positions, rated below Signalmen | Class 3 Lower-rated signal positions |
|---|---|---|---|
| (1) | (2) | (3) | (4) |
| **Rate of Pay as of January 1, 1976:** | | | |
| 1 Hourly | $6.61 or above | $5.46 and less than $6.61 | Below $5.46 |
| 2 Monthly | $1150 or above | $ 950 and less than $1150 | Below $ 950 |
| 3 **Combined Benefit Limit:** | $ 820 | $ 709 | $ 636 |

exceed the amount shown in Line 3 of Schedule B in Paragraph 4(b). In keeping with Paragraph 3(j), in any case in which an eligible employee who is eligible for sickness benefits under the Railroad Unemployment Insurance Act does not receive such benefits because of the operation of Section 4(a-1) (ii) of such Act, the benefit which would otherwise be payable to him under this Plan will be reduced to the extent that the sum of the monthly payments or benefits referred to in such Section 4(a-1) (ii) plus the monthly benefit payable under this Plan will not exceed the amount shown in Line 3 of Schedule B in Paragraph 4(b). In any case of retroactive award of annuity payments or pensions under the Railroad Retirement Act or insurance benefits under Title II of the Social Security Act, or unemployment, maternity or sickness benefits under an unemployment, maternity or sickness compensation law, or other social insurance payments under any law, the insuring agent may recover from the employee the excess of benefits paid under this Plan over the benefits which would have been payable under this paragraph if the retroactively awarded payments, pensions or benefits had been in effect from their retroactive effective date.

(b) **Benefits Provided under Other Private Plans.** In any case in which an eligible employee is eligible also for benefits under any plan, fund or other arrangement, by whatever name called, toward the cost of which any employer shall have contributed, including but not limited to any group life policy providing installment payments in event of permanent total disability, any group annuity contract, any pension or retirement annuity plan, or any group policy of accident and health insurance (other than an insurance policy insuring this supplemental sickness benefit plan as referred to in Paragraph 7) providing benefits for loss of time from employment because of disability, his benefit under this Plan shall be reduced to the extent that the sum of the benefit for which he is so eligible in a month, plus 21.75 times the daily sickness benefit payable to him under the Railroad Unemployment Insurance Act, plus the monthly benefit payable to him under this Plan, will not exceed the amount shown in Line 3 of Schedule B in Paragraph 4(b).

(c) **Off Track Vehicle Accident Benefits.** The benefit payable under this Plan for an employee who has been injured in an off-track vehicle accident covered under Article IV of the Agreement of April 21, 1969, or similar provisions, will be reduced by the amount of any payment for time lost which such employee may receive under Paragraph (b)(3) of such Article IV or under provisions similar thereto.

6. **Liability Cases.** In case of a disability for which the employee may have a right of recovery against either the employing railroad or a third party, or both, benefits will be paid under this Plan pending final resolution of the matter so that the employee will not be exclusively dependent upon his sickness benefits under the Railroad Unemployment Insurance Act. However, the parties hereto do not intend that benefits under this Plan will duplicate, in whole or in part, any amount recovered for loss of wages from either the employing railroad or a third party, and they intend that benefits paid under this Plan will satisfy any right of recovery for loss of wages against the employing railroad to the extent of the benefits so paid. Accordingly, benefits paid under this Plan will be offset against any right of recovery for loss of wages the employee may have against the employing railroad; the insuring agent will be subrogated to any right of recovery for loss of wages the employee may have against any party other than the employing railroad; as a condition to paying any benefits under this Plan the insuring agent may require the employee to assign to it any such recovery or right thereto from any party other than the employing railroad to the extent that benefits are payable under this Plan; and on any recovery for loss of wages from any party other than the employing railroad, the employee will reimburse the insuring agent from such recovery for any benefits paid under this Plan. For purposes of this Paragraph, a recovery which does not specify the matters covered thereby shall be deemed to include a recovery for loss of wages to the extent of any actual wage loss due to the disability involved.

7. **Provision of Benefits.**

(a) The National Carriers' Conference Committee will arrange with the Provident Life and Accident Insurance Company for a renewal of Group Policy R-5000, amended in conformity with the provisions of this Agreement, to cover the parties to this Agreement.

(b) Such amended insurance contract may cover, in addition to employees parties to this agreement, other railroad signal employees who are employed by railroads parties to this Agreement or by other railroads, whether or not such employees are represented by the signatory labor organization, and may cover general chairmen or other full-time representatives of signal employees, provided that there will be no difference between the benefits, premium rates and payment obligations applicable to or with respect to such employees and general chairmen and the benefits, premium rates and payment obligations applicable to or with respect to employees covered by this Agreement, except that as to such general chairmen and full-time representatives the payment obligations will be met by the individuals involved who will make their remittances through the labor organizations involved.

(c) It is agreed, and the insurance contract will provide, that the insurer of the national insurance contract will provide the benefits herein provided for under the conditions herein set forth for the 30-month period from January 1, 1976 through June 30, 1978; that the insurer will furnish financial data, statistical and actuarial reports, and claim experience information to the labor organization signatory to this Agreement in the same detail and at the same time that it furnishes such data to the policyholder railroads; and that any dividends or retroactive rate refunds will be paid into the fund established pursuant to the next following paragraph.

(d) The National Carriers' Conference Committee will establish a fund, to be held by the insurer, to which will be credited any dividends or retroactive rate refunds under the national insurance contract and interest on the amount in the fund. Withdrawals may be made from such fund during the period of this Agreement to supplement payments by participating railroads with respect to compensated service rendered during such period. Withdrawals may thereafter be made from such fund only to provide supplemental sickness benefits unless otherwise agreed to.

(e) Benefits at the rates provided by this revised Plan will become effective January 1, 1976 for qualified employees who will have rendered compensated service or taken vacation with pay, as specified in Paragraph 2(b) above, in December 1975.

(f) The first premium payment under the amended national insurance contract will be made in relation to covered employees who will have rendered compensated service in January 1976, and will be payable as of February 15, 1976. A premium payment will be made for each calendar month thereafter during the effectiveness of the insurance contract in relation to covered employees who will have rendered compensated service in the calendar month involved; each payment will be payable by the 15th of the following calendar month. A grace period of 31 days is to be provided for the payment of every premium after the first. The amounts to be paid by the participating railroads will be at such rates as, when supplemented by withdrawals from the fund as provided under Paragraph 7(d) above, will equal the premium rates charged by the insurer.

(g) All employees covered by schedule agreements held by the Brotherhood of Railroad Signalmen who rendered any compensated service in the calendar month involved will be counted in determining the number of covered employees with respect to whom premium payments are made, except that no employee will be counted if he is counted by another railroad in determining the number of its covered employees with respect to whom it is making premium payments.

(h) The insurance contract will provide that, if the Benefit Schedule should be reduced in accordance with Paragraph 4(b) as the result of an increase in Railroad Unemployment Insurance Act sickness benefits, there will be an appropriate adjustment in premium rates with the new premium rates to be developed in the light of experience under the insurance contract and actuarial estimates of future experience, making appropriate allowance for cost of administration.

(i) Deleted.

(j) The national insurance contract will be placed on a minimum premium basis if Group Policy Contract GA-23000 of The Travelers Insurance Company is placed upon such a basis pursuant to understanding entered into in connection with the 1975 Health and Welfare negotiations, as follows:

"Agreement in principle to adoption of a premium-plus-account approach to funding GA-23000, provided that further thorough exploration confirms the advice given us jointly by Travelers that the interests of the Policyholder will not be adversely affected."

8. Omitted. (Provision accomplished.)

9. **Evidence of Disability.** Benefits under this Plan will be paid to eligible employees subject to presentation of satisfactory evidence of disability and of the continuation thereof. The insuring agent will furnish appropriate forms on which the employee may furnish notice of disability, including information necessary to establish his eligibility for benefits and information pertinent to the amount of benefits due him and any applicable exclusions, limitations and offsets, and forms on which the physician or surgeon treating him may furnish evidence of the date of commencement, nature, extent and probable duration of the disability, and may require completion of such forms or statements covering the same matters within 90 days after the commencement of a disability, provided that failure to furnish completed forms or statements within that time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such completed forms or statements within that time and such completed forms or statements are furnished as soon as reasonably possible; the 90 days will be extended as necessary to comply with applicable State law. The insuring agent may make such investigations as it deems necessary, including examination of the person

of the employee when, so often as, and to the extent that such examination is necessary to the investigation of an employee's claim. Except as delays may be caused by investigation of individual claims, benefits under this Plan will be paid not less frequently than once every month.

10. **Disputes.** (See detailed Memorandum Agreement dated November 29, 1973.)

11. Omitted. (Provision accomplished.)

12. Omitted. (Provision accomplished.)

13. **Blanking Jobs and Realigning Forces.** Any restrictions against blanking jobs or realigning forces will not be applicable in situations in which an employee whose job is blanked or is covered by a realignment of forces is absent because of disability. On railroads on which prior to July 1, 1973 there were such restrictions, in case an employee is absent because of disability and more than one employee is involved in a realignment of forces to cover such absent employee's work, local officials will promptly inform the local representatives of employees as to the realignment in an endeavor to avoid misunderstandings. (From May 9, 1973 Agreement.)

14. **Effect of this Agreement.** This Agreement is in settlement of the dispute growing out of notices served on the Carriers listed in Exhibit A on or about September 15, 1975.

15. **Duration.** The Supplemental Sickness Benefit Plan as revised hereby will continue in effect without change until June 30, 1978, and thereafter except as it may be modified or terminated pursuant to the provisions of the Railway Labor Act. No notice to change the Supplemental Sickness Benefit Plan, and no notice dealing with the matters of sick leave, sickness benefits, or any other matter covered by this Agreement, may be served by any party to this Agreement prior to January 1, 1978 (not to become effective prior to July 1, 1978). This Paragraph will not bar changes in this Plan by mutual agreement of the labor organization signatory hereto.

Signed at Washington, D.C., this 14th day of July 1976.

Brotherhood of Railroad Signalmen:
/s/ C. J. CHAMBERLAIN, President
/s/ R. T. BATES, Secretary-Treasurer
/s/ C. S. CHANDLER, Vice President
/s/ MELVIN B. FRYE, Vice President
/s/ W. W. ALTUS, JR., Vice President
/s/ J. T. BASS, Vice President
/s/ J. WALSH, Vice President
/s/ J. E. PLATT, Vice President
/s/ W. D. BEST, Vice President

National Carriers' Conference Committee:
/s/ W. H. DEMPSEY, Chairman
/s/ C. A. BALL
/s/ C. F. BURCH
/s/ T. C. DE BUTTS
/s/ A. E. EGBERS
/s/ G. L. FARR
/s/ G. H. GILMER, JR.
/s/ J. R. JONES
/s/ C. E. MERVINE, JR.
/s/ GEORGE S. PAUL
/s/ ROBERT E. UPTON

**EXHIBIT A**

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT SEPTEMBER 15, 1975, OF DESIRE TO REVISE AND SUPPLEMENT THE NATIONAL SUPPLEMENTAL SICKNESS BENEFIT AGREEMENT DATED MAY 9, 1973 IN ACCORDANCE WITH THE PROPOSAL SET FORTH IN ATTACHMENT "A" THERETO, SERVED ON VARIOUS RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE BROTHERHOOD OF RAILROAD SIGNALMEN.

Subject to indicated footnotes, this authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to employees represented by the Brotherhood of Railroad Signalmen.

Akron, Canton & Youngstown Railroad Company
Alton & Southern Railway Company
Atchison, Topeka and Santa Fe Railway Company
Atlanta and West Point Rail Road Company, The
  Western Railway of Alabama
Baltimore and Ohio Railroad Company
Baltimore and Ohio Chicago Terminal Railroad Company
Bangor and Aroostook Railroad Company
Belt Railway Company of Chicago
Bessemer and Lake Erie Railroad Company
* Boston and Maine Corporation
Burlington Northern Inc.
Canadian Pacific Limited
Central of Georgia Railroad Company
Central Vermont Railway, Inc.
Chesapeake and Ohio Railway Company
Chicago and Eastern Illinois Railroad Company
Chicago & Illinois Midland Railway Company
Chicago and North Western Transportation Company
Chicago and Western Indiana Railroad Company
Chicago, Milwaukee, St. Paul and Pacific Railroad Company
* Chicago, Rock Island and Pacific Railroad Company
Clinchfield Railroad Company
Consolidated Rail Corporation—
  Ann Arbor Railroad
  Central Railroad Company of New Jersey
    New York & Long Branch Railroad Company
  Dayton Union Railway
  Erie Lackawanna Railway Company
  Indianapolis Union Railway Company
  Lehigh and Hudson River Railway Company
  Lehigh Valley Railroad Company
  Penn Central Transportation Company
    Boston Terminal Company
  Pennsylvania-Reading Seashore Lines
Delaware and Hudson Railway Company
Denver and Rio Grande Western Railroad Company
Denver Union Terminal Railway Company
Detroit and Toledo Shore Line Railroad Company
Detroit Terminal Railroad Company
Detroit, Toledo and Ironton Railroad Company
Duluth, Winnipeg & Pacific Railway Company
Elgin, Joliet and Eastern Railway Company
Fort Worth and Denver Railway Company
Galveston, Houston and Henderson Railroad Company
Georgia Railroad
Grand Trunk Western Railroad Company

Green Bay and Western Railroad Company
Houston Belt & Terminal Railway Company
Illinois Central Gulf Railroad Company
Indiana Harbor Belt Railroad Company
Joint Texas Division of the CRI&P RR. and FW&D Ry.
Kansas City Southern Railway Company
Kansas City Terminal Railway Company
Kentucky & Indiana Terminal Railroad Company
Louisiana & Arkansas Railway Company
Louisville and Nashville Railroad Company
Maine Central Railroad Company
Portland Terminal Company
Missouri-Kansas-Texas Railroad Company
Missouri Pacific Railroad Company
Monongahela Railway Company
New Orleans Public Belt Railroad
New Orleans Union Passenger Terminal
* New York, Susquehanna and Western Railroad Company
Norfolk and Western Railway Company (System)
Peoria and Pekin Union Railway Company
Richmond, Fredericksburg and Potomac Railroad Company
1-St. Louis-San Francisco Railway Company
St. Louis Southwestern Railway Company
Seaboard Coast Line Railroad Company
Soo Line Railroad Company
Southern Pacific Transportation Company—
2- Pacific Lines
Texas and Louisiana Lines
Southern Railway Company
Alabama Great Southern Railroad Company
Cincinnati, New Orleans and Texas Pacific Railway Company
Georgia Southern and Florida Railway Company
New Orleans Terminal Company
St. Johns River Terminal Company
Staten Island Railroad Corporation
Terminal Railroad Association of St. Louis
Texas and Pacific Railway Company
Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans
Toledo, Peoria and Western Railroad Company
Union Pacific Railroad Company
Union Railroad Company (Pittsburgh)
Washington Terminal Company
Western Maryland Railway Company
Western Pacific Railroad Company

NOTES:—
*-Subject to the approval of the Courts.
1-Authorization excludes the AT&N and NEO Districts.
2-Authorization also includes the former Pacific Electric Railway.

For the Carriers:
/s/ W. H. DEMPSEY
For the Brotherhood of Railroad Signalmen:
/s/ C. J. CHAMBERLAIN
Washington, D.C., June 28, 1976

**SIGNALMEN—SUPPLEMENTAL SICKNESS BENEFIT NOTICE OF SEPT. 15, 1975**
**Do not appear on attached Exhibit A:**
Cincinnati Union Terminal Company—Abandoned December 31, 1974.
Cleveland Union Terminals—No notice served. Employees merged into Penn Central rosters.
Colorado and Southern Railway—Employees merged into Burlington Northern rosters.
Jacksonville Terminal Company—Employees merged into Seaboard Coast Line rosters.
Lehigh and New England Railway—Did not receive notice (Hold Contract, however, none employed).
Pittsburgh & Lake Erie, Lake Erie & Eastern—Did not receive notice. NMB Certification R-4529, dated August 29, 1975.
Reading Company—Did not receive notice.
Union Terminal (Dallas)—Abandoned in 1974.

Long Island Rail Road did not desire to participate in concerted handling.

Although the following Carriers do not appear on the '73 Exhibit, they do not appear on '76 Exhibit:
Canadian Pacific Limited
New Orleans Union Passenger Terminal

December 1, 1975

# Seniority agreement signed

## SENIORITY MODIFICATION AGREEMENT

This Agreement made this 15th day of March, 1976 by and between the participating carriers listed in Exhibit A attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the Brotherhood of Railroad Signalmen (hereinafter "Signalmen"), witnesseth: IT IS HEREBY AGREED:

The purpose of this Agreement is to improve the transfer opportunities for certain minority and female employees. In carrying out this general purpose, the following shall govern:

**I. Opportunity for Transfer**

A. Subject to the conditions set forth hereinafter, transfer of employees under this Agreement shall be permitted to any position subject to a collective bargaining agreement with the Signalmen on the carrier by which he or she is employed.

B. An employee must be qualified for the position to which he or she seeks transfer and must meet all prerequisites for that position.

C. A transfer under this Agreement shall be made only to a vacancy on a position which is not otherwise filled by an employee with existing seniority or other rights to the position, i.e., where otherwise an employee with no rights to the work would be hired.

D. The employee shall be able to use his or her company seniority date (defined in paragraph II.A below) for purposes of competing for the vacancy among other employees of the group afforded opportunity for transfer if such vacancy is subject to seniority rules of the applicable collective bargaining agreement. If two or more qualified employees who are competing for the same vacancy subject to seniority

rules have the same company seniority date, the employee with the earlier birth date will be given preference over the employee with a later birth date in filling such vacancy.

E. The vacancies into which an employee may transfer with seniority shall be limited to

1. Positions within 30 highway miles of the position the employee occupies at the time the employee is notified of an available vacancy, or

2. Positions in the seniority district(s) of the new craft or classification within or overlapping the seniority district of the old craft or classification or containing the territory of the seniority district of the old craft or classification.

**II. Carryover Seniority**

A. The company seniority date shall be the earliest seniority date (or date of first service in the case of employees as defined in paragraph V.B.2 below) established by that employee on any of the railroad's seniority rosters during that period of employment with the railroad which has been continuous; provided that where an employee transfers to a junior classification that is the source of supply for a senior classification or where the employee transfers to a craft as helper or assistant and is promoted to journeyman in that craft, and where seniority in the senior classification or as journeyman is established upon or after promotion or completion of training, the employee's seniority date and standing in the senior classification or as journeyman shall be the same as it would have been had the employee completed training and been promoted with other employees (1) who were hired in that seniority district on or after the date the employee was hired, and (2) who were in the first group of such other employees to begin training on or after the date the employee was hired.

B. An employee (as defined in paragraph V), after transfer, shall be permitted to utilize his or her company seniority date in the new craft or classification for all purposes covered by collective bargaining agreements applicable to the new craft or classification, including, but not limited to, bidding for future vacancies within the craft or classification for which the employee is qualified, recall, work shifts, wage rates, vacations, fringe benefits, lay-offs, and reductions in force.

**III. Retention of Seniority**

An employee shall retain his or her previously established seniority for 90 days after transfer or 90 days after such time as he or she satisfies any required probationary or training periods, whichever is longer, or for such longer periods as may be provided by any local agreement between the carrier and the organization representing the employees in the craft from which the employee transferred. If such an employee elects to return to his or her old craft or classification during such period, the employee shall relinquish all seniority established by reason of the transfer under this Agreement.

**IV. Transfer Procedures**

A. Within 30 days of the effective date of this Agreement each employee (as defined in paragraph V) shall be notified by the carrier in writing personally or by certified mail of his or her right to transfer under this Agreement. Such notice shall be reasonably designed to apprise each employee of his or her rights and obligations under the Agreement.

B. The time period within which an employee may exercise an option to transfer under this Agreement shall be limited to 180 days after notice is received by the employee. Within this time period, the employee may, on a form designated by the carrier, express his or her interest in making a transfer and indicate the classifications to which he or she will accept a transfer. The failure of an employee to so express his or her interest within such a time period shall operate to forfeit any rights such employee has under this Agreement. Completed applications will be considered 30 days after receipt by the carrier and the carriers will begin to transfer qualified employees to vacancies within the coverage of this Agreement which arise after June 4, 1976.

C. When a vacancy arises in a classification in which an employee has expressed an interest and where the filling of the vacancy is subject to the operation of seniority rules, the employee shall be given fifteen calendar days by the carrier in which to apply for such a position. The failure of the employee to apply for a vacancy in a classification in which the employee has expressed an interest shall operate to forfeit any rights such employee would have under this Agreement. However, if an employee fails to apply for a vacancy that would require the employee to move his or her residence, such failure shall not preclude the employee from exercising the transfer option in the future. An employee shall be permitted to make only one successful transfer with carryover seniority. A voluntary relinquishment of seniority in the craft or classification to which a transfer had been made pursuant to this or any other similar Agreement shall operate to forfeit any rights such an employee would have under this Agreement except those specified in paragraph III.

Note: It is understood that "a change of residence" under paragraph IV.C is required if the position is more than 30 highway miles from the employee's residence and current work area and is also farther from the employee's residence than the employee's current work area.

**V. Employees to be Afforded Transfer Opportunity**

Employees who shall have rights under this Agreement shall be limited to:

A. Blacks, Spanish-surnamed individuals, American Indians and Orientals who have a continuous employment relationship with the carrier commencing on or before August 31, 1971, and who initially established seniority by working in one of the following ICC classifications:

15. Messengers and office boys
16. Elevator operators and other office attendants
24. Motor vehicle and motor car operators
26. Janitors and cleaners
34. Maintenance of way and structures helpers and apprentices
35. Portable equipment operators
36. Portable equipment operator helpers
37. Pumping equipment operators
41. Extra gang men
42. Section men
43. Maintenance of way laborers (other than track and roadway) and gardeners and farmers
64. Skilled trades helpers (M. of E. and Stores)
65. Helper apprentices (M. of E. and Stores)
67. Coach Cleaners
70. Classified laborers (shops, enginehouses and power plants)
71. General laborers (shops, enginehouses and power plants)
72. General laborers (stores and ice, reclamation

and timber-treating plants)
74. Stationary firemen, oilers, coal passers and water tenders
87. Baggage, parcel room and station attendants
91. Callers, loaders, scalers, sealers and perishable-freight inspectors
92. Truckers (stations, warehouses and platforms)
93. Laborers (coal and ore docks and grain elevators)
94. Common laborers (stations, warehouses, platforms and grain elevators)
96. Chefs and cooks (restaurants or dining cars)
97. Waiters, camp cooks, kitchen helpers, etc.
101. Train attendants
102. Bridge operators and helpers
103. Crossing and bridge flagmen and gatemen
104. Foremen (laundry) and laundry workers
109. Inside hostlers

B. Females who have a continuous employment relationship with the carrier commencing on or before August 31, 1971, and

1. Who initially established seniority either as (a) a coach cleaner (ICC Classification 67) or (b) a clerical, station or telegrapher employee subject to the seniority provisions of a collective bargaining agreement; or

2. Who were initially hired in a clerical, station or telegrapher position covered by a collective bargaining agreement without establishing seniority, i.e., employees excepted from the seniority rules of such collective bargaining agreement.

**VI. Protection**

Rights and obligations of employees under existing employee protection agreements shall not be affected by this Agreement. Any transfer under this Agreement shall be voluntary and no employee shall be required to transfer. An employee failing to exercise a transfer opportunity under this Agreement will not forfeit any rights or benefits to which he or she is entitled under existing employee protection agreements. An employee who transfers to a new craft under this Agreement will forfeit all rights and benefits under existing employee protection agreements applicable to the employee in the former craft and will acquire rights and benefits in keeping with the employee's company seniority date under employee protection agreements applicable to the new craft. An employee who voluntarily returns to his or her former craft in accordance with paragraph III of this Agreement or who returns because of failure to qualify in the new craft will again be subject to existing employee protection agreements applicable to the employee's former craft.

**VII. Implementation**

A. This Agreement shall become effective on April 5, 1976.

B. It is understood that the opportunity for employees (as defined in paragraph V) to (a) utilize carry-over seniority in another craft and (b) to retain seniority in other crafts is subject to these opportunities being provided through agreements between the carriers and representatives of other crafts.

C. Disputes arising out of the application of this Agreement shall be subject to a special disputes procedure. The parties to this Agreement will work out the details of the disputes procedure prior to the effective date of this Agreement.

**VIII. Court Approval**

This Agreement is subject to approval of the courts with respect to participating carriers in the hands of receivers or trustees.*

SIGNED AT WASHINGTON, D. C. THIS 15th DAY OF MARCH, 1976.

*With respect to the Penn Central Transportation Company, the power of attorney to the National Carriers' Conference Committee was conditioned also upon the right of the trustees to approve the agreement.

For the employees represented by the Brotherhood of Railroad Signalmen:
/s/ C. J. CHAMBERLAIN, President
/s/ R. T. BATES, Secretary-Treasurer
/s/ MELVIN B. FRYE, Vice President
/s/ C. S. CHANDLER, Vice President
/s/ W. W. ALTUS, JR., Vice President
/s/ J. W. WALSH, Vice President
/s/ W. D. BEST, Vice President
/s/ J. T. BASS, Vice President
/s/ JOHN E. PLATT, Vice President

For the participating carriers listed in Exhibit A:
/s/ W. H. DEMPSEY, Chairman
/s/ C. A. BALL
/s/ C. F. BURCH
/s/ T. C. DE BUTTS
/s/ G. L. FARR
/s/ G. H. GILMER, JR.
/s/ J. R. JONES
/s/ J. J. MAHER
/s/ C. E. MERVINE, JR.
/s/ GEORGE S. PAUL
/s/ R. E. UPTON

## NATIONAL RAILWAY LABOR CONFERENCE

March 15, 1976

Mr. C. J. Chamberlain,
President
Brotherhood of Railroad Signalmen
601 West Golf Road
Mt. Prospect, Illinois 60056

Dear Mr. Chamberlain:

The parties agree that Paragraphs II.B and IV.C will not come into operation unless the employee meets the requirement of Paragraph I.B which provides that "an employee must be qualified for the position to which he or she seeks transfer and must meet all prerequisites for that position."

The parties further agree that the carriers will identify to the appropriate general chairman and the President of the Brotherhood of Railroad Signalmen employees who have expressed an interest in transferring to a position subject to a collective bargaining agreement with the Signalmen. The carriers, on request of the general chairman, shall furnish to the general chairman copies of those forms submitted by employees pursuant to Paragraph IV.B in which an interest has been expressed in transferring to a position subject to a collective bargaining agreement with the Signalmen.

Very truly yours,
/s/ W. H. DEMPSEY

Accepted:
/s/ C. J. CHAMBERLAIN

**EXHIBIT A**

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN NEGOTIATION OF A SENIORITY MODIFICATION AGREEMENT WITH THE BROTHERHOOD OF RAILROAD

SIGNALMEN.

Participation in such Agreement is co-extensive with the provisions of current schedule agreements applicable to employees represented by the Brotherhood of Railroad Signalmen.

Akron, Canton & Youngstown Railroad Company
Alton & Southern Railway Company
*Ann Arbor Railroad Company
Atchison, Topeka and Santa Fe Railway Company
Atlanta and West Point Rail Road Company, the Western Railway of Alabama
Baltimore and Ohio Railroad Company
Baltimore and Ohio Chicago Terminal Railroad Company
Bangor and Aroostook Railroad Company
Belt Railway Company of Chicago
Bessemer and Lake Erie Railroad Company
*Boston and Maine Corporation
Boston Terminal Corporation
Burlington Northern Inc.
Canadian Pacific Limited
Central of Georgia Railroad Company
*Central Railroad Company of New Jersey
New York & Long Branch Railroad Company
Central Vermont Railway, Inc.
Chesapeake and Ohio Railway Company
Chicago & Eastern Illinois Railroad Company
Chicago & Illinois Midland Railway Company
Chicago and North Western Transportation Company
Chicago and Western Indiana Railroad Company
Chicago, Milwaukee, St. Paul and Pacific Railroad Company
*Chicago, Rock Island and Pacific Railroad Company
Clinchfield Railroad Company
Dayton Union Railway Company
Delaware and Hudson Railway Company
Denver and Rio Grande Western Railroad Company
Denver Union Terminal Railway Company
Detroit & Toledo Shore Line Railroad Company
Detroit Terminal Railroad Company
Detroit, Toledo and Ironton Railroad Company
Duluth, Winnipeg & Pacific Railway Company
Elgin, Joliet & Eastern Railway Company
*Erie Lackawanna Railway Company
Fort Worth and Denver Railway Company
Galveston, Houston and Henderson Railroad Company
Georgia Railroad
Grand Trunk Western Railroad Company
Green Bay & Western Railroad Company
Houston Belt & Terminal Railway Company
Illinois Central Gulf Railroad
Indiana Harbor Belt Railroad Company
Indianapolis Union Railway Company
Joint Texas Division of the CRI&P R.R. and FW&D Ry.
Kansas City Southern Railway Company
Kansas City Terminal Railway Company
Kentucky & Indiana Terminal Railroad Company
*Lehigh and Hudson River Railway Company
*Lehigh Valley Railroad
Louisiana & Arkansas Railway Company
Louisville & Nashville Railroad Company
Maine Central Railroad Company
Portland Terminal Company
Missouri-Kansas-Texas Railroad Company
Missouri Pacific Railroad Company
Monongahela Railway Company
New Orleans Union Passenger Terminal
*New York, Susquehanna and Western Railroad Company
Norfolk and Western Railway Company
**Penn Central Transportation Company
Pennsylvania-Reading Seashore Lines
Peoria and Pekin Union Railway Company
Pittsburgh & Lake Erie Railroad Company, The
Lake Erie & Eastern Railroad Company
*Reading Company
Richmond, Fredericksburg and Potomac Railroad
St. Louis-San Francisco Railway Company
St. Louis Southwestern Railway Company
Seaboard Coast Line Railroad Company
Soo Line Railroad Company
Southern Pacific Transportation Company—
Pacific Lines, including former Pacific Electric Railway
Texas and Louisiana Lines
Southern Railway Company
Alabama Great Southern Railroad Company
Cincinnati, New Orleans and Texas Pacific Railway Company
Georgia Southern and Florida Railway Company
New Orleans Terminal Company
St. Johns River Terminal Company
Staten Island Railroad Corporation
Terminal Railroad Association of St. Louis
Texas and Pacific Railway Company
Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans
Toledo, Peoria and Western Railroad Company
Union Pacific Railroad
Union Railroad (Pittsburgh)
Washington Terminal Company
Western Maryland Railway Company
Western Pacific Railroad Company

*-Subject to the approval of the Courts.
**-Subject to the approval of the Trustees of the Property and to the approval of the Courts.

For the Brotherhood of Railroad Signalmen:
/s/ C. J. CHAMBERLAIN, President
For the Carriers:
/s/ W. H. DEMPSEY, Chairman
Washington, D.C., January 30, 1976

## MEMORANDUM OF AGREEMENT ESTABLISHING SPECIAL DISPUTES PROCEDURE PURSUANT TO PARAGRAPH VII-C OF THE SENIORITY MODIFICATION AGREEMENT

IT IS HEREBY AGREED:

1. Disputes arising out of the Seniority Modification Agreement shall be given priority and expeditious handling.

Note: The term dispute as used in this Agreement means any claim for compensation alleged to be due, any grievance and any other dispute involving the Seniority Modification Agreement or this Memorandum of Agreement.

2. When an employee transfers with carryover seniority, written notice of the transfer will promptly be sent to the same persons and posted at the locations as would be done for a newly issued seniority roster of the seniority district involved. The notice will contain the following information:

a. the facts which establish the employee's eligibility under paragraph V of the Agreement;

b. the seniority roster, position, organization and location of the position from which the employee is transferring;

c. the seniority roster, organization and position to which the employee is transferring; and

d. the seniority date and standing that the employee will be given on the roster to which the employee is transferring.

3. Disputes over the interpretation or application of the Seniority Modification Agreement or this Memorandum of Agreement may be instituted by the carrier, the organization, or by the aggrieved employee or his or her representative. All disputes by or on behalf of an employee must be submitted, and handled in accordance with the following procedures:

a. Within 30 days of the occurrence upon which such dispute is based, it must be presented in writing to the highest carrier officer designated to handle such dispute. In disputes involving the proper seniority date of a transferee, the date of occurrence will be, for employees in active service, the date that notice of the transfer was posted in accordance with paragraph 2 hereof and for furloughed employees and employees on leave of absence, it will be the date of such employee's subsequent return to active service. Disputes not submitted within the time period specified will be barred.

b. The highest designated carrier officer will investigate the dispute and will render a written decision within thirty days following receipt of the written presentation. All claims or grievances arising out of a decision by the highest designated carrier officer will be barred unless within 45 days of receipt of the decision the dispute is submitted to the Board established by this Memorandum of Agreement. A conference will be held within a reasonable period of time on the property if requested by the carrier, the involved organizations or the aggrieved employee or his or her representative, but such a request shall not stay the time limits specified herein.

c. If a decision of the highest carrier designated officer alters the carryover seniority of a transferee, notification of the decision will be given in the same manner as provided in paragraph 2.

4. In accordance with Section 3 Second of the Railway Labor Act, as amended, a Special Board of Adjustment, hereinafter referred to as the Board, is hereby established for the purpose of adjusting and deciding disputes specified in paragraph 3 above.

a. The offices of the Board shall be in Washington, D.C.

b. The Board shall consist of a referee appointed by the National Mediation Board within 30 days of the date of this Memorandum of Agreement, which referee shall serve thereafter, unless and until either the National Carriers' Conference Committee or a majority of the organizations, parties to the disputes procedure, request the National Mediation Board to appoint a successor. Additional referees may be appointed, upon request of the parties, by the National Mediation Board.

c. In the event a referee is unable to serve, the National Mediation Board shall appoint a replacement within thirty days.

d. Each submission to the Board shall be in writing and shall include:

(i) the question or questions at issue;

(ii) statement of facts; and

(iii) position(s) of the petitioner(s) and relief requested.

e. The respondent(s) may submit an answer in writing within thirty days of receipt of the filing of the written submission of the petitioner(s). Such procedure shall not preclude the acceptance by the Board of an answering submission which is received subsequent to the docketing of such a dispute but no later than ten days prior to the hearing of the matter by the Board.

f. The determination that a third or additional parties may have an interest in a dispute shall be made by the Board acting to consider and decide whether notice and opportunity to be heard should be given to such third or additional parties and due notice of such possible interest shall be given to such third or additional parties. Such parties shall be given notice of the time and date when said dispute will be heard, together with a copy of the claim and a copy of this agreement and shall be permitted to file a written submission, provided that any such submission shall be filed no later than ten days prior to the hearing of the matter by the Board. Third or additional parties shall be given the same full and fair hearing procedures as are provided for the parties hereto. Awards of the Board shall be binding upon third or additional parties who have been given proper notice, in accordance with this Agreement.

g. A dispute will ordinarily be heard within thirty days of receipt of the initial submission and answer. Notice of the dispute will be given to all parties involved and any of said parties shall have the right to be heard in person or through a representative. A written decision will be rendered by the referee within fifteen days after the close of the hearing. That decision will be final and binding upon the parties.

h. Each party to the dispute will assume its own expenses incurred in handling the dispute.

5. The time limits specified herein may be extended by mutual agreement of the parties to the dispute.

6. The procedure contained in this Memorandum of Agreement constitutes the exclusive remedy for disputes arising out of the interpretation or application of the Seniority Modification Agreement or this Memorandum of Agreement.

7. Any carrier or organization not signatory to this Agreement may become a party by serving notice of its desire to do so by mail upon tthe signatories hereto.

SIGNED AT WASHINGTON, D.C. THIS 16th DAY OF AUGUST, 1976.

For the employees represented by the Brotherhood of Railroad Signalmen:

/s/ C. J. CHAMBERLAIN, President
/s/ R. T. BATES, Secretary-Treasurer
/s/ C. S. CHANDLER, Vice President
/s/ MELVIN B. FRYE, Vice President
/s/ J. T. BASS, Vice President
/s/ W. W. ALTUS, JR., Vice President
/s/ J. W. WALSH, Vice President
/s/ J. E. PLATT, Vice President
/s/ W. D. BEST, Vice President

For the participating carriers listed in Exhibit A:

/s/ W. H. DEMPSEY, Chairman

/s/ C. A. BALL
/s/ C. F. BURCH
/s/ T. C. DE BUTTS
/s/ A. E. EGBERS
/s/ G. L. FARR
/s/ G. H. GILMER, JR.
/s/ J. R. JONES
/s/ C. E. MERVINE, JR.
/s/ GEORGE S. PAUL
/s/ ROBERT E. UPTON

# NRAB awards moving funds

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION
William M. Edgett, Referee
Award Number 21180
Docket Number SG-20981

**PARTIES TO DISPUTE:** (Brotherhood of Railroad Signalmen
(Erie Lackawanna Railway Company

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Erie Lackawanna Railway Company:

On behalf of T. L. Casperson for moving expenses under Article VIII of the November 16, 1971 National Agreement, Mediation Case No. A-8811.

General Chairman file: #491
Carrier file: 220-Sig.

**OPINION OF BOARD:** Claimant had established seniority as an Assistant Signal Maintainer and was working as a Signal Helper with headquarters at Ashland, Ohio. Carrier bulletined a position as signal helper at Urbana, Ohio. Several days later Carrier re-bulletined the position, "corrected", and noted on the corrected bulletin that it was re-advertised "account error in title of position". The newly advertised title was that of Assistant Signal Maintainer rather than Maintainer Helper.

Claimant was then faced with the choice of bidding the assistant maintainer position or losing the seniority he had established in that classification. He chose to bid the position and as a result his headquarters moved a distance in excess of 100 miles. He moved his residence nearer to the new headquarters point and submitted a moving expense report to Carrier. The claim is for the moving expenses provided by Article VIII of the November 16, 1971 National Agreement which reads:

**"ARTICLE VIII CHANGES OF RESIDENCE DUE TO TECHNOLOGICAL, OPERATIONAL OR ORGANIZATIONAL CHANGES**

When a carrier makes a technological, operational, or organizational change requiring an employee to transfer to a new point of employment requiring him to move his residence, such transfer and change of residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement, notwithstanding anything to the contrary contained in said provisions, except that the employee shall be granted 5 working days instead of 'two working days' provided in Section 10(a) of said Agreement; and in addition to such benefits the employee shall receive a transfer allowance of $400. Under this provision, change of residence shall not be considered 'required' if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point."

Carrier has denied the claim on the grounds that changing the position at Urbana from the maintainer helper classification to the assistant signal maintainer classification is not a "technological, operational, or organizational change . . ." Carrier has also denied that Claimant was required to move his residence in connection with reporting to a new headquarters point.

S.B.A. No. 605, which has issued many awards in connection with Article VIII, has held that the abolishment of a position is not change falling within the ambit of Article VIII. Here we have, not the abolishment of a position, but the changing of a permanent position at a location from one classification to another. While Carrier has insisted that such a change is not an organizational change, within the meaning of Article VIII, the Board has not been directed to any decision supporting that opinion. Clearly, the change involved in this case is not of large moment in the scheme of things. It is, however, an organizational change, since the permanent table of organization, or stated differently, the manning, of Carrier's signal forces is not the same as it was prior to the change.

The cases have held that the fact that a headquarters point is moved more than 30 miles is not, in and of itself, proof that the employe was required to move his residence. Each case is subject to review and determination that a move was necessary. Here the distance involved, as previously stated, was in excess of 100 miles. In a recent decision (No. 398), S.B.A. 605 has held that moving the headquarters point a distance of 100 miles was prima facie proof that it was necessarry for the

employe to move his residence. Given that holding and the distance Claimant's headquarters point moved it follows that movement of his residence was required.

Carrier has asserted that Claimant was not required to bid on the assistant maintainer position, and that he could have remained as a maintainer helper. The Agreement, of course, provides that his failure to bid on the assistant maintainer position would have resulted in the loss of the seniority that he had accumulated in that classification. Although Carrier believes that Claimant was engaged in a voluntary exercise of his seniority, the Board does not agree. The choice between bidding the position and the loss of seniority is not a free one. It is coerced by the Agreement provision which would have stripped him of his accumulated seniority should he have failed to bid. Such a choice is no more voluntary than if Carrier had specifically directed a move and is a change in position which contemplates the application of the provisions of Article VIII.

**FINDINGS:** The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was violated.

**AWARD**

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division
ATTEST: A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 13th day of August 1976.

# Amtrak cuts travel costs

The National Railroad Passenger Corporation, Amtrak, provides free or reduced-rate travel privileges for certain active, furloughed and retired employees.

Pursuant to Public Law 92-316, June 22, 1972, Amtrak has issued nationwide terms and conditions governing free and reduced-rate transportation for railroad and terminal company employees, retirees and widows and for spouses and dependents of employees and retirees.

The privileges range from free transportation over the home road for those persons who were employed on April 30, 1971 and employed continuously thereafter and had been continuously employed for a period of nineteen years or more on that date by a participating railroad or terminal company. The spouses of these employees are entitled to the same privileges. The dependents are eligible for free transportation also, but limited to twelve free round trips per calendar year.

Employees with nine or more years continuous service on April 30, 1971 are entitled to free unlimited transportation on Amtrak trains over the lines of the participating railroad with which the employee is associated. Spouses and dependents are entitled to free limited transportation. Employees with less than nine years continuous service on April 30, 1976 are entitled to free **limited** transportation over those lines which the employee is associated. Spouses and dependents of these employees are entitled to reduced-rate transportation over the Amtrak system.

Retirees, who on April 30, 1971, were employed by or retired from a participating railroad or terminal company, their spouses and widows of the above defined retirees are eligible for free unlimited transportation over their former home road. Dependents of these retired employees are entitled to free limited transportation over their former home road.

Employees who were hired subsequent to April 30, 1971 and are currently employed by participating railroads or terminal companies and their spouses and their dependents are eligible for reduced rate transportation over the entire Amtrak system.

Employees and retirees of railroads and terminal companies other than participating railroads and terminal companies who were eligible on April 30, 1971 for free or reduced-rate transportation by any inter-city rail passenger service now operated by Amtrak under policy or agreement of any participating railroad in effect on such date are eligible for reduced-rate transportation over the entire Amtrak system.

Amtrak defines reduced-rate transportation as one-half of the regular coach fare based upon the one-way fare, excluding all discount or promotional fares except children's fares to the extent that space is available.

Limited free transportation is defined as twelve free round trips per calendar year on those lines operating over the employee's home road. These persons are also eligible for reduced-rate transportation off the home road and on the home road after the twelve free trips have been expended.

Unlimited free transportation is defined as unlimited as to frequency, on Amtrak trains operating over those lines which the employee or retiree is or was associated. Also, these persons are eligible for reduced-rate transportation on Amtrak lines running off their home road as explained above.

All free or reduced-rate transportation is on a space-available basis and is subject to space-available regulations adopted by Amtrak. Currently, as to reserved space, advance reservations may be made within 24 hours of the train's departure, or in the case of certain trains specified by Amtrak, four hours before train departure.

Applications are available from railroad personnel officers on request. All applications must be completed by a qualified applicant and then submitted to applicant's railroad or terminal company for certification.

1. All active employees (to include those on furlough or leave of absence) and retired employees of eligible railroads and terminal companies, may apply. Widows of retired employees or widows of employees with 19 or more years of continuous service may also apply.

2. AVOID DELAYS—only applications submitted to applicant's **railroad** or **terminal company** for certification will be processed. Completed application shall be submitted to the railroad or terminal company which the applicant is: employed by; retired from; furloughed from; or on authorized leave from. Application from widows of employees/retirees shall be submitted to the railroad or terminal company with which the deceased employee/retiree was last affiliated. If in doubt, check with railroad, terminal company, union or retirement board.

3. Use typewriter if available, otherwise print clearly in dark ink.

| ELIGIBLE EMPLOYEES, RETIREES, WIDOWS | PRIVILEGES FOR ELIGIBLE: | | | | |
|---|---|---|---|---|---|
| | Employees | Retirees | Widows | Spouses | Dependents |
| 1) Employees who were employed on April 30, 1971 and continuously thereafter and had been continuously employed for a period of nineteen (19) or more years on that date by a participating railroad or terminal company. | F | — | — | F | L |
| 2) Widows of employees (defined in 1 above). | — | — | F | — | — |
| 3) Employees, same as 1 above, except ". . . continuously employed for a period of nine (9) or more years on that date." | F | — | — | L | L |
| 4) Employees, same as 1 above, except ". . . continuously employed for a period of less than nine (9) years on that date." | L | — | — | R | R |
| 5) Retirees who, on April 30, 1971, were employed by or retired from a participating railroad or terminal company. | — | F | — | F | L |
| 6) Widows of retirees (as defined in 5 above). | — | — | F | — | — |
| 7) Employees who were hired subsequent to April 30, 1971 and are currently employed by participating railroads or terminal companies. | R | — | — | R | R |
| 8) Employees and retirees of railroads and terminal companies other than participating railroads and terminal companies who were eligible on April 30, 1971 for free or reduced-rate transportation by any intercity rail passenger service now operated by Amtrak under a policy or agreement of any participating railroad in effect on such date. | R | R | — | R | R |

Pursuant to Public Law 92-316, June 22, 1972, the National Railroad Passenger Corporation (Amtrak) has issued nationwide terms and conditions governing free and reduced-rate transportation privileges for railroad and terminal company employees, retirees and widows and for spouses and dependents of employees and retirees.

The above table is a convenient summary of the transportation benefits available. However, the summary is for convenience only, and free and reduced rate transportation is governed by the complete Terms and Conditions for Free and Reduced Rate Transportation Pursuant to Public Law 92-316 adopted by Amtrak and any amendments thereto.

R—person(s) indicated are eligible for Amtrak systemwide reduced-rate transportation (one-half of the regular coach fare based upon the one-way fare, excluding all discount and promotional fares except children's fares) to the extent that space is available.

F—person(s) indicated are eligible for free transportation, unlimited as to frequency, on Amtrak trains over the lines of the participating railroad with which the employee or retiree is or was associated (home road or designated home road of participating terminal company employes or retirees, provided space is available. In addition, the person(s) indicated are eligible for reduced-rate transportation (as defined above) off the home road.

L—person(s) indicated are eligible for free transportation (as defined above) but limited to twelve (12) free round-trips per calendar year. In addition, these persons are eligible for reduced-rate transportation (as defined above) off the home road and on the home road after the twelve (12) free trips have been expended to the extent that space is available.

All free or reduced-rate transportation is on a space-available basis and is subject to space-available regulations adopted by Amtrak. Currently, as to reserved space, advanced reservations may be made within 24 hours of train departure or, in the case of certain trains specified by Amtrak, 4 hours before train departures.

4. This application when completed by a qualified applicant (see 2 above) shall be submitted for certification to the railroad or terminal company which the applicant is: employed by; retired from; furloughed from; or on authorized leave of absence from. Applications from widows of employees/retirees shall be submitted to the railroad or terminal company with which the deceased employee/retiree was last affiliated.

Item 1. Be sure to enter your social security number. Failure to do so will render this application invalid. If you do not possess a number, you may obtain a social security number by submitting an application for same at your nearest post office.

Item 2. Take time to fill in these status blocks carefully and completely. Your eligibility for privileges depends in a large part on your employment history and/or present status. Failure to give complete details may delay processing of your application and further result in incomplete privileges. Any questions you have regarding eligibility status can be answered by your railroad.

Item 3.

Item 4.

Item 5. Be careful that you have answered all questions on your Application correctly and considered all statements fully so that your eligibility can be decided on all the facts. Read the certification carefully before you sign and date your Application.

Sign your name in ink.

Use first name, one initial and last name.

1. Personal Data

1a. Name (First) (M.I.) (Last) PRINT CLEARLY

1b. (Social Security No.)

1c. Address Street

1d. City

1e. State (abbrev.) 1f. ZIP Code

2. Employment Status (Check Applicable Box)

2a. ☐ Active Employee of
2b. ☐ Furloughed Employee of
2c. ☐ Authorized Leave of Absence
2d. ☐ Retired Employee of
2e. ☐ Widow of Employee/Retiree of

2f. Railroad
Division/Department
2g. Terminal Company

2h. Dates of Last Continuous* Service Beginning Month Day Year to Ending (leave blank if now employed) Month Day Year

☐ Now employed full or part time in passenger service

Position

*Periods of furlough or authorized leave of absence are considered as continuous service.

3. Service Status of Applicant or Spouse (If Widow Is Applicant)

3a. ☐ Hired by Railroad or Terminal Co. after April 30, 1971
3b. ☐ Less Than 9 Years Continuous Service on April 30, 1971 and Continuously Employed Since
3c. ☐ More Than 9 Years Continuous Service on April 30, 1971 and Continuously Employed Since
3d. ☐ More Than 19 Years Continuous Service on April 30, 1971 and Continuously Employed Since
3e. ☐ Employed on April 30, 1971 and Since Retired
3f. ☐ Retired On or Before April 30, 1971
3g. ☐ Other (Explain)

4. Eligibility Data

Name (First, M.I., Last)

4a. Name of Deceased Spouse (If widow is the applicant)

5. Travel Privilege Information

Travel Privileges are Requested for the Following Named Persons:

| | Name (First, Mid., Last) | Relationship to Employee/ Retiree | Date of Birth Mon. | Day | Year |
|---|---|---|---|---|---|
| 1. | | Applicant | | | |
| 2. | | Spouse | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |
| 9. | | | | | |
| 10. | | | | | |

(Attach Additional Sheet If Necessary — Same Format)

NOTE: If Dependents Listed Above do not Reside at the Address Given in Item 1c., Explain

6. Certification

6a. Applicant — I hereby certify that the information provided by me on this application is true, complete and correct.

Signature (Sign in ink)

Date

Create jobs! Working people have money to spend to buy more products which increases demand which means more jobs that put more people to work who have more money to spend to buy more products—including yours.

"Oh say can you see" . . . the Union Label on all the products you buy?

An imported "bargain" that helps put your fellow worker out of a job is no bargain.

The Bureau of Labor Statistics estimates that the average family of four needed an income of about $15,479 just to have a "moderate" standard of living in 1975. Help your fellow workers "keep up" by avoiding import products.

# Personal Aids and News

## RUIA benefit year began July 1 reports R. T. Bates

July 1 was the start of the 1976-1977 benefit year under the Railroad Unemployment Insurance Act. This Act, which is a federal law administered by the U.S. Railroad Retirement Board, provides cash benefits for qualified railroad employees who become unemployed, but are able to work and available for work, and for qualified employees who are unable to work because of sickness or injury.

The following questions are among those most frequently asked of the Board.

**(1) What is an employee's daily benefit rate for unemployment or sickness?**

An employee's daily benefit rate is 60 percent of his last daily rate of pay in the qualifying base year, up to the maximum. Effective with registration periods beginning after June 30, 1976, the maximum daily benefit rate increases from $24 to $25. The minimum daily benefit rate is $12.70. Benefits can be paid for up to 10 days in a two-week registration period so the maximum amount of benefits is $250 for a two-week registration period.

**(2) How do I go about applying for unemployment benefits?**

Call in person on a railroad unemployment claims agent during the first week you are unemployed; otherwise you may lose some benefits. Your supervisor can direct you to the claims agent's office where you can register. Ordinarily, you register once each week, as instructed by the claims agent. If your normal registration day falls on a day when the claims agent's office is closed, you must register on the next business day. A delay in registration could result in a loss of some benefits. If possible, bring your most recent Certificate of Service Months and Compensation (Form BA-6) with you when you first register with an unemployment claims agent.

**(3) How do I go about applying for sickness benefits?**

An application for sickness benefits (Form SI-1a & b) can be obtained from a railroad employer, a railroad labor organization, or any Board office. An application (which includes a doctor's statement of sickness) is required at the beginnng of each spell of sickness. The Board suggests that you obtain an application to keep on hand for use in claiming sickness benefits. Your family should know where the form is kept, and how to use it on your behalf, if necessary. Also, it is a good idea for you to keep your latest Form BA-6, Certificate of Service Months and Compensation, with the application. Your BA-6 form shows your social security number and includes instructions on how to claim benefits.

If you become unable to work because you are sick or injured, complete the application, have your doctor complete his part of the form, and mail it directly to the U.S. Railroad Retirement Board within 7 days of the first day for which you want to claim benefits. Enclose the right-hand portion of your BA-6 form, but do not delay sending your application if you cannot locate your BA-6 form. Delayed filing can cost you benefits.

**(4) What are the service and earnings qualifications?**

To qualify for normal benefits

*For United States residents only:*

**Moving? Let us know!**

Please send your new address to:
**The Signalman's Journal, 601 W. Golf Rd., Mt. Prospect, IL 60056**

**Name** _____

**Street or Box No.** _____ **Apt. No.** _____

**City** _____ **State** _____ **Zip** _____

**Lodge No.** _____ **Certificate No.** _____

in the benefit year which began July 1, 1976, an employee must have had railroad earnings of at least $1,000 in calendar year 1975, not counting more than $400 for any one month. If he was a new employee in 1975, he must also have worked for a railroad in at least five months of that year (not necessarily full-time in each month).

**(5) How long are normal unemployment or sickness benefits payable?**

Normal unemployment and normal sickness benefits are payable for up to 26 weeks each payable for up to 26 weeks in a benefit year, but the total amount of each kind of benefit which may be paid cannot exceed the employee's base-year earnings. Earnings up to $775 per month are counted for purposes of setting the maximum amount of normal benefits that can be paid.

**(6) What happens if I exhaust normal benefits and am still unemployed or sick?**

If an employee with 15 or more years of service exhausts his normal benefits, he may be paid additional unemployment or sickness benefits during an extended benefit period of 26 consecutive weeks. With 10 to 14 years of service an extended benefit period for unemployment or sickness would last for 13 consecutive weeks.

During periods of high unemployment, such as at present, an extended benefit period of 13 consecutive weeks for unemployment benefits may be set up for employees with less than 10 years of service, but the benefits paid may not exceed half of such employee's base-year earnings counting up to $775 a month.

To be eligible for extended unemployment benefits, an employee must not have voluntarily retired or have left work voluntarily without good cause.

To be eligible for extended sickness benefits, an employee must be under age 65 (normal retirement age) and must not have voluntarily retired.


**Area Managers—Railroad Sales**

Excellent opportunities in key areas of United States to represent our Company, a national manufacturer of wire and cable products, to the Railroad Industry.

OKONITE is the largest employee-owned company (ESOT) in the U. S. and these positions are a result of careful planning and growth. Send resume in confidence to:

Professional Recruiting Dept.
The Okonite Company
P.O. Box 340
Ramsey, New Jersey 07446

An Equal Opportunity Employer


**(7) I am a long-time railroad employee but do not have the 1975 earnings needed to qualify in the benefit year which began July 1, 1976. Under what conditions could I still qualify for benefits during the current benefit year?**

If you received normal benefits in the previous benefit year, extended benefits may be payable under certain conditions. Or, if you have 10 or more years of service and are not currently qualified because of insufficient 1975 earnings, but would be qualified in July 1977 based on your 1976 earnings, you may start the next benefit year early—at the beginning of any month in which you were unemployed or sick for at least 14 consecutive days. Therefore, if you earned less than $1,000 in 1975, counting earnings only up to $400 a month, but you did earn $1,000 or more in 1976, you could begin to receive benefits as early as July 1, 1976. However, sickness benefits paid on this basis are terminated at age 65.

**(8) How are sickness and unemployment benefits financed?**

Railroad employers pay the entire cost of the unuemployment and sickness benefit program. Railroad employees are not taxed for unemployment and sickness benefits payable under the Railroad Unemployment Insurance Act.

## Fees unnecessary for many Railroad Retirement applicants

It has come to the U.S. Railroad Retirement Board's attention that some railroaders have gone to unnecessary expense for legal assistance when filing applications for annuities or other benefits payable by the Board. Railroad employees are advised that applying for these railroad retirement benefits does not require the services of an attorney.

Personnel in any of the Board's district offices will provide the assistance needed to complete applications and supply information on required procedures such as those for furnishing proof of age, marriage, etc. The Board's personnel are trained to assist as much as possible in this respect. The Brotherhood desires that their members be made aware of this in order to avoid unnecessary legal expenses.

## Information catalog is now available

The Fall 1976 Catalog of Consumer Information lists more than 250 selected Federal publications of consumer interest. Some of the topics covered are cars, money management, employment, child care, health, housing, and recreation. Copies of the Consumer Catalog may be obtained by writing Consumer Information Center, Pueblo, CO 81009.

Two publications that may be of special interest are titled "Automotive Rust — Its Cause and Prevention" (291D, it is free) which tells how to prepare your car for that slushy-salty winter season. Another publication titled "How to Deal with Automo-

# PA&N Cont'd

tive Emergencies" (294D, it is free) includes advice on skids as well as overheating, brake steering failure, blowouts, and fires.

The "New Flu" (345D, it is free) describes the symptoms of swine flu, the purpose of the vaccine, and possible side effects.

### Railroad safety jobs are available

Have you had increasingly responsible railroad experience? Can you write well? Are you persuasive and tactful? If so, we may be able to offer you:

The opportunity to help ensure safe operating conditions for employees and users of rail lines

The opportunity to advance

Good working conditions

The resources to do your job well

A work week of 40 hours

Some choice of job location.

The Federal government is looking for experienced people with strong abilities for railroad safety inspector jobs in grades GS-9, GS-11, and GS-12. Persons hired at grade GS-9 or GS-11 may be promoted to GS-12, which is the full performance level. Inspectors receive excellent benefits and these starting salaries:

GS-9: $13,482

GS-11: $16,255

GS-12: $19,386

Applicants are needed for a variety of specialties and locations. Current needs are greatest for track inspectors available nationwide.

Specialties: Track, Signals and Train Controls, Motive Power and Equipment, Operating Practices, and Hazardous Materials.

What it takes to qualify:

**For GS-9:** Five years railroad or related experience, including two years in one of the specialties shown above.

**For GS-11 and GS-12:** Six years railroad or related experience, including three years in one of the specialties shown above.

(For complete details on how to qualify, see Announcement PH-6-02, **Railroad Safety Inspector.**)

What to do: Take a few minutes to file an Employment Interest Card, which can be mailed or given to you, along with the announcement, if you call or visit any U. S. Civil Service Commission **Job Information Center.** (See your telephone directory or ask directory assistance for the number of the nearest center.)

Important note: Well-qualified applicants who applied in April and May of 1976 will be referred first for upcoming jobs. (If you have already applied, you need not file an Employment Interest Card.) As additional needs occur, we will ask persons who file interest cards to compete for various jobs, provided they are available for the options and locations needed.

### 1980 census being planned what are your suggestions?

The decennial census is a major national undertaking, and census data are widely used in many important government, private, and community programs. You have an important stake in the decennial census, both as a member of the BofRS and as an American citizen.

The Census Bureau is now actively working on plans for the 1980 census and important decisions have to be made in the relatively near future. For example, the full content of the basic census questionnaire must be determined by the spring of 1977 so that further preparatory steps can be accomplished successfully.

Although there are many constraints on the census in terms of what and how much information can be collected and tabulated, the Bureau believes that it is very important to obtain and review the recommendations of as wide a range of users and potential users of decennial census data as possible. The Census Bureau is therefore anxious to have the ideas of signalmen.

If you have any suggestions, questions, or comments on the 1980 census, please send them to: Director, U.S. Bureau of the Census, Washington, DC 20233.

### Retarder shoes cut noise in classification yards

The Western-Cullen type WC-74-SE retarder shoes help reduce noise in classification yards. The shoes which can be applied to GRS, US&S or ABEX retarders are set to reduce peak noise levels down to 92-93 dBA or average noise levels to 85 dBA. This compares with peak noises of 127 dBA and average noise levels of 115 dBA with conventional retarder shoes.

According to the manufacturer the WC74-SE shoe creates an intermittent excitation with the car wheel-retarder shoe noise generating system to eliminate whining, violin bow string screech, while applying braking force on the car wheels. *For further information write Western-Cullen Div., Dept. SJ, Federal Signal Corp., 2700 W. 36th Place, Chicago, IL 60632.*

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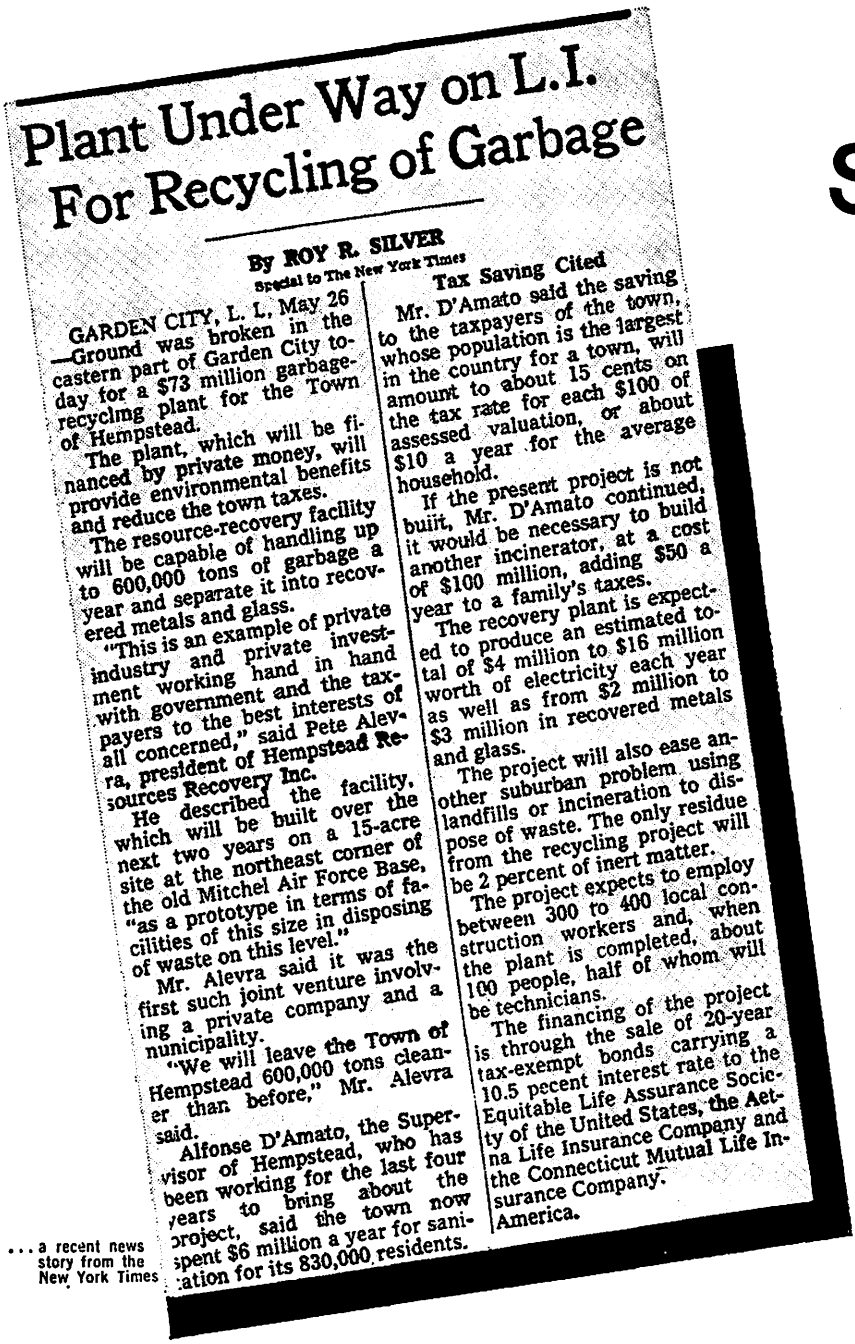
"You can always judge the character of a man by how he treats those who can do nothing for him."

He was a cautious man who never romped or played
He never smoked, he never drank, he never kissed a maid
And when he up and passed away, insurance was denied
For since he hadn't lived, they claimed he never died.

# here's a positive way to save jobs and get rid of garbage



## Plant Under Way on L.I. For Recycling of Garbage

By ROY R. SILVER
Special to The New York Times

GARDEN CITY, L. L. May 26 —Ground was broken in the eastern part of Garden City today for a $73 million garbage-recycling plant for the Town of Hempstead.

The plant, which will be financed by private money, will provide environmental benefits and reduce the town taxes.

The resource-recovery facility will be capable of handling up to 600,000 tons of garbage a year and separate it into recovered metals and glass.

"This is an example of private industry and private investment working hand in hand with government and the taxpayers to the best interests of all concerned," said Pete Alevra, president of Hempstead Resources Recovery Inc.

He described the facility, which will be built over the next two years on a 15-acre site at the northeast corner of the old Mitchel Air Force Base, "as a prototype in terms of facilities of this size in disposing of waste on this level."

Mr. Alevra said it was the first such joint venture involving a private company and a municipality.

"We will leave the Town of Hempstead 600,000 tons cleaner than before," Mr. Alevra said.

Alfonse D'Amato, the Supervisor of Hempstead, who has been working for the last four years to bring about the project, said the town now spent $6 million a year for sanitation for its 830,000 residents.

**Tax Saving Cited**

Mr. D'Amato said the saving to the taxpayers of the town, whose population is the largest in the country for a town, will amount to about 15 cents on the tax rate for each $100 of assessed valuation, or about $10 a year for the average household.

If the present project is not built, Mr. D'Amato continued, it would be necessary to build another incinerator, at a cost of $100 million, adding $50 a year to a family's taxes.

The recovery plant is expected to produce an estimated total of $4 million to $16 million worth of electricity each year as well as from $2 million to $3 million in recovered metals and glass.

The project will also ease another suburban problem using landfills or incineration to dispose of waste. The only residue from the recycling project will be 2 percent of inert matter.

The project expects to employ between 300 to 400 local construction workers and, when the plant is completed, about 100 people, half of whom will be technicians.

The financing of the project is through the sale of 20-year tax-exempt bonds carrying a 10.5 pecent interest rate to the Equitable Life Assurance Society of the United States, the Aetna Life Insurance Company and the Connecticut Mutual Life Insurance Company.
America.

... a recent news story from the New York Times

Some legislators are proposing laws against bottles and cans which will do more harm than good, and cost the jobs of thousands of union members.

The right way to attack the problem is through resource recovery. In Long Island, N.Y. a recycling facility will reclaim valuable metals and glass from garbage, produce electricity and save millions of dollars in garbage disposal. Similar plants are under way in St. Louis, Milwaukee and other cities. They will save jobs and create employment.

Forced deposit laws discriminate against no-deposit beverage containers which make up only 6% of solid waste. The other 94%, consisting largely of paper and other wastes, is ignored by such ill-considered legislation. Recycling can retrieve natural resources from all garbage!

### . . . forced deposits on bottles will cost jobs

Banning non-returnable beverage containers will eliminate 57,000 to 163,000 skilled union jobs. Some would be replaced by unskilled low-paid bottle sorters. We urge union members to work against regressive legislation . . . and support recycling which makes jobs and conserves resources.

In Oregon, which passed a deposit law in 1972, roadside litter the first year reduced only 10.6% and there was little reduction in total solid waste. Beverage prices went up $6,000,000, consumers paid $2,500,000 in unreclaimed deposits, and hundreds of union members lost jobs. In contrast, the state of Washington reduced litter 60% without a bottle bill.

## GLASS BOTTLE BLOWERS ASSOCIATION

AFL-CIO

Harry A. Tulley, International President • 608 East Baltimore Pike, Media, Pa. 19063

# News About Members

Brother James O. Bingham, (second from left) receives Krupp Rail Commemorative Award from J. T. Groundwater, assistant general manager, Topeka, (second from right). Also at the award presentation ceremony were E. O. Chaddock, (left) superintendent, Ft. Madison, and G. W. Franklin, (right) signal supervisor at Ft. Madison, IA.

### Santa Fe signal maintainer reports on poor track

A possible tragedy was averted recently when James O. Bingham, signal maintainer for the Santa Fe at Willow Springs, IL, and a member of Carrollton Lodge No. 20, reported to the dispatcher that a section of the main line was out of alignment. Off-duty at the time, Bingham was in his motor vehicle driving across a Williow Springs, IL, road crossing when he noticed, approximately 200 yards east of the road crossing, that a bulldozer was fouling Santa Fe's north track.

Bingham, who resides a short distance from the road crossing, ran to his home, secured his keys to the tool house, and immediately notified the dispatcher to place the signals on the north track in stop position between Willow Springs interlocking and Hodgkins interlocking. The dispatcher notified the McCook operator to radio Train 118, which was at Mile Post 14.2, to stop his train. Train 118 stopped before reaching the interlocking at Mile Post 16.5, and the train detoured on the south track.

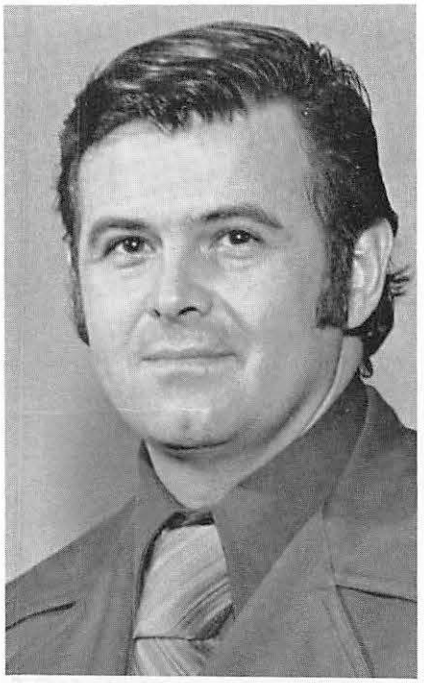
Subsequent investigation revealed the north track was out of line, and through Bingham's alertness and prompt action, a tragedy was averted. At a ceremony in the Willow Springs yards on June 16, Bingham received a Santa Fe Krupp Rail Commemorative Award for his heroic actions.

The Krupp Rail that Brother Bingham received was made by the Krupp Works in Germany around 1906. The rail had been removed from service and has been cut into short sections for ceremonial use. Brother Bingham's name and the date of his heroic deed is engraved in the plate which is attached to the top of the rail.

FRISCO: **H. W. Calton,** signalman and **J. W. Scott,** c&s signal foreman, at Springfield, MO, have retired. Brothers Calton and Scott are members of Frisco Lodge 129.

MILWAUKEE ROAD: **Howard O. Strege,** signalman at Milwaukee, WI, and a member of Milwaukee Lodge 61, has retired.

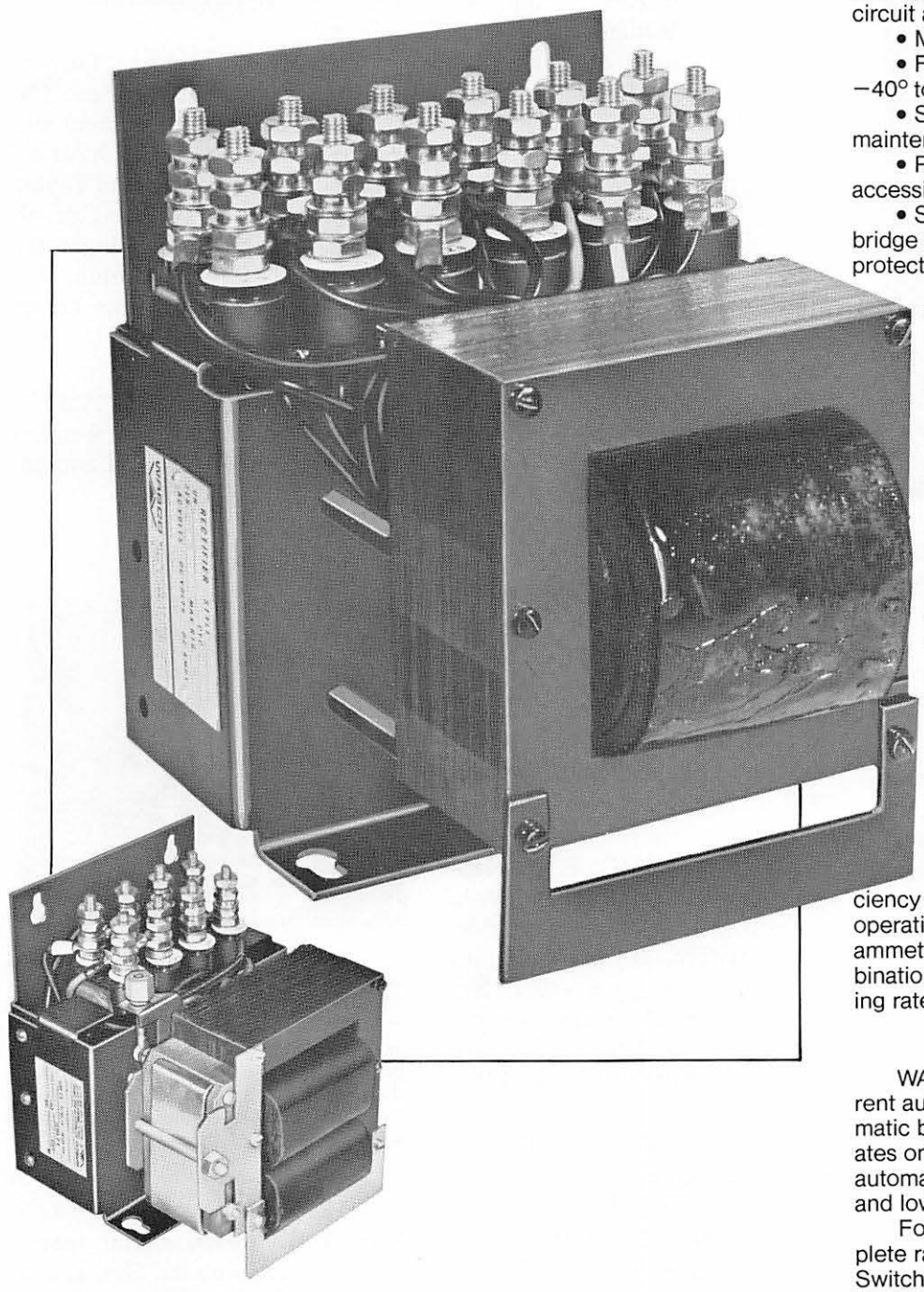
CHESSIE SYSTEM: **S. L. Thompson,** signal foreman, Barboursville, WV, and a member of Lodge 128, has retired. **H. O. Garnett,** signal maintainer at Richmond, VA, and a member of Richmond Lodge 148, has retired.



### Long Island gc receives labor studies certificate

James Sottile, BofRS general chairman on the Long Island, has completed a two-year labor studies program held by the New York State School of Industrial and Labor Relations of Cornell University. The "Certificate on Labor Studies" which Brother Sottile received on June 30, 1976, states that he has satisfactorily completed the curriculum of Cornell University's two-year labor studies program. Brother Sottile was in the program from 1974 through 1976.

# Reliable rectifiers from WABCO.



• WABCO rectifiers provide reliable assemblies designed for trouble-free operation in many track and line circuit applications.

• Meets AAR signal specifications.

• Factory tested for operation from −40° to 160°F.

• Solid-state components provide maintenance-free operation.

• Rugged components are easily accessible.

• Silicon Avalanche Integrated bridge rectifier provides built-in surge protection.

• Two-rate charge capability with terminals for high and low rate.

• 3000 VAC isolation between input to output and to chassis.

• Current adjustable from 0 to maximum rating.

**Constant Potential Rectifiers**

WABCO constant potential rectifiers are available in either enclosed housing or modular models so they can be used for power supply applications or to operate equipment directly without a battery. Choose from 14 different models with ratings to handle loads from 7 up to 120 watts.

**Constant Current Rectifiers**

WABCO offers constant current rectifiers in 24 models to provide fixed, two-rate, or adjustable flow rates. Solid-state construction insures high efficiency performance in battery charging operations. Some models with built-in ammeters or ammeter/voltmeter combinations allow regulation of the charging rate with coarse and fine controls.

**Constant Current Automatic Rectifiers**

WABCO produces a constant current automatic rectifier to provide automatic battery charging. This unit operates on a two-rate charge principle, automatically cycling between high and low charge rates.

For more information, and complete ratings, write WABCO, Union Switch & Signal Division, Swissvale, Pa. 15218.

WABCO

An **American-Standard** Company

# NAM Cont'd.

Maine Central recently completed centralized traffic control between Waterville and Calais Junction at the east end of Bangor Yard, approximately 49 miles. Shown here inspecting a signal (left to right) are: Herbert Sullivan, signal supervisor; R. H. Sawyer, signal foreman; and J. P. Caret, signal helper, at Canaan, ME. Brothers Sawyer and Caret are members of Lodge No. 115. (photo courtesy of Maine Central Messenger)

### N&W signal maintainer praised for his alertness

B. V. Clyburn, vice general chairman, Norfolk & Western, and a signal maintainer at Narrows, VA, was recently praised for his alertness in spotting a broken wheel on a freight car on Train Extra 727 East. J. H. Kinzel, Jr., superintendent, Radford Division-Roanoke Terminal, commended Brother Clyburn "for taking the necessary action that possibly prevented damage to company property and personal injury to fellow-employes."

As the train passed him Brother Clyburn spotted the broken wheel on freight car NKP 18800. He alerted the crew who stopped the train. The car was cut out and upon examination it was discovered that the second wheel of the east truck on the south side had about 14 inches of running tread missing. Observers pointed out that it was obvious that the train would not proceed very much further before a derailment might well have occurred.

BURLINGTON NORTHERN: **Dwain C. Crawford,** signal maintainer at Plymouth, WA and a member of Vancouver Lodge 188, has retired. **William A. Hague,** signal maintainer at Yuma, CO and a member of Lincoln Lodge 119, has retired.

SOUTHERN PACIFIC: The following members of Gulf Coast Lodge 99 have retired: **J. H. Hancock,** signal helper, and **O. W. Pfaff,** signal repairman of the Houston Division; **M. H. O'Bryant, R. Pavlica** and **R. B. Smith,** signal maintainers, all of the San Antonio Division. **L. B. Coffelt,** signal maintainer on the Western Division and a member of P. J. Lukes Lodge 153, has retired.

ROCK ISLAND: **C. A. Short,** signal maintainer at Fairbury, NE, and a member of Pioneer Lodge 23, has retired. Brother Short began his work with the railroad in 1937 and transferred into the signal department in 1943.

UNION PACIFIC: **F. A. Hanwell,** signalman, at Spokane, WA, has retired after 27 years service. **H. A. Hydorn,** ctc carrier maintainer, at Vancouver, WA, has retired after 37 years service. Brothers Hanwell and Hydorn are members of Portland Lodge 155.

CHESSIE SYSTEM: **C. W. Ankeney,** signal maintainer at Big Spring, MD and a member of Monumental City Lodge 31, retired January 3, 1976. **M. J. Barber,** signal maintainer at Sabina, OH and **G. E. Cox,** signal maintainer at Leesburg, OH, have retired. Brothers Barber and Cox are members of Winton Lodge No. 94. **Henry Spranger,** signal maintainer at Howell, MI, retired January 18, 1976. Brother Spranger is a member of Valley City Lodge 123. **Edwin Warthman,** signal maintainer at Logan, OH and a member of Hocking Lodge 216, has retired. **Robert G. Kappes,** signal maintainer at Hitchins, KY and a member of Evans Lodge 221, has retired.

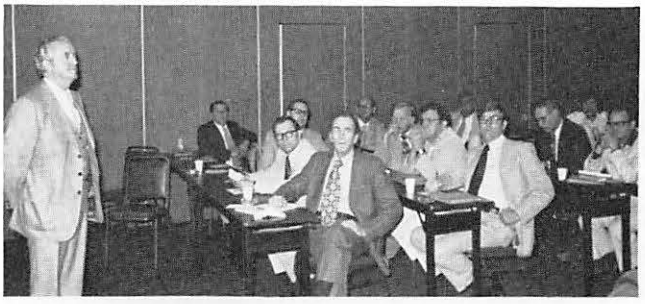
SOUTHERN: **Jimmy Carson,** assistant signalman, Oneida, TN, and **Paul B. Taylor,** assistant signalman at Rossville, GA, have retired. Brothers Carson and Taylor are members of Miller-Griffith Lodge 49. **Luther C. Dellinger, Jr.,** signal maintainer at Gretna, VA, and a member of Walters Lodge 110, has retired.

LOUISVILLE & NASHVILLE: **Clarence M. Wood,** signal maintainer at Sebree, KY, and a member of Nashville Lodge 71, retired recently.

E. D. Hodsdon (far right) general chairman, BofRS Soo Line Lodge No. 6, was in attendance at the presentation of the President's Annual Safety Award which was made to the engineering department for the best overall improvement in their safety record. Soo Line President Leonard H. Murray (left) presented the award.

NORFOLK & WESTERN: **Marvin G. Adair,** signal maintainer at Continental, OH, and a member of Nickel Plate Lodge No. 166, has retired. **Leonard R. Thurman,** signal maintainer at Buchanan, VA, and a member of Goodwin Lodge No. 77, has retired.

Secretary-Treasurer R. T. Bates (standing) and other BofRS officers reported on current topics of interest to the general chairmen. Shown here (seated left to right) are: Vice Presidents C.S. Chandler, J. T. Bass, and M. B. Frye; C. J. Chamberlain ,president; and Vice Presidents W. W. Altus, W. D. Best and J. E. Platt.



In a discussion following the movie on arbitration Vice President M. B. Frye answered questions and moderated the discussion.

Also assisting Brother Frye was Vice President W. W. Altus (right) who answered questions from the floor including one from J. R. McDonald (standing left) general chairman, Baltimore & Ohio.

Camera caught W. A. Class, Jr., BN general chairman; D. M. Weese, BN signal supervisor, and W. B. Harwell, grand lodge representative BofRS, at recent C&S sectional meeting in St. Paul.

During the May 13 General Chairmen's Meeting a movie titled "Arbitration—The Truth of the Matter" was shown. Vice President M. B. Frye (left) answers questions from R. R. Van Vacter, general chairman, Santa Fe (standing right).

R. L. Schmidt, engineer signal training, BN, discusses training of signal employes with W. B. Harwell, grand lodge representative, BofRS.

SEABOARD COAST LINE: The following members of Lodge No. 16 have retired: **Obie C. Burt, Jr.,** signal maintainer at Winterville, GA; **Carl D. Davis,** assistant signal maintainer at Lillington, NC; **W. A. George,** lead signal maintainer at Jacksonville, FL; and **Harold W. Mason,** assistant signal maintainer at Seffner, FL.

W. B. Harwell, Jr., (right) grand lodge representative BofRS, talks to D. M. Weese, signal supervisor, Ft. Worth & Denver.

# NAM Cont'd.

C. H. Dunn, director, signal engineering, BN, has a chance to talk with W. A. Class, Jr., general chairman, BofRS, on BN at recent C&S sectional meeting in St. Paul.

W. A. Class (right) Burlington Northern general chairman, attended a recent Communications & Signal Section, AAR, sectional meeting in St. Paul. Shown here he chats with (left to right): E. A. Krause, general signal engineer, Union Pacific; C. H. Dunn, director, signal engineering, BN; and B. G. Anderson, assistant vice president engineering, BN.

LOUISVILLE & NASHVILLE: **Herndon V. Coates,** signal maintainer at LaGrange, KY, and a member of Latonia Lodge No. 176, has retired. **James K. Taylor,** supervisor of signals at Mobile, AL, and a member of Birmingham Lodge No. 178, has retired.

SOUTHERN: **Morgan B. Sandidge,** signalman at Hustonville, KY, and a member of Miller-Griffith Lodge No. 49, retired recently.

DENVER & RIO GRANDE WESTERN: **Harold H. Swartz,** signal maintainer at Rifle, CO, retired November 1, after serving 35 years with the railway. Brother Swartz is a member of Lodge No. 24.

MILWAUKEE ROAD: **Glenn E. Williams,** signal maintainer at Melstone, Mt, and a member of Avery Lodge No. 4, has retired.

SOUTHERN: **Verda Cope,** signal maintainer at Oneida, TN, and a member of Miller-Griffith Lodge No. 49, has retired.

WESTERN PACIFIC: **Kenneth L. Heineman,** signal foreman at Oroville, CA, has retired after completing 27 years service with the railway. Brother Heineman is a member of Sacramento, Lodge No. 179. **William J. Walker,** signal foreman, Sacramento, CA, has retired after 30 years service with the railway. Brother Walker is a member of Sacramento Lodge No. 179.

Typical of the many meetings held in the Northeast by BofRS Vice President Joseph W. Walsh is this one showing him at a meeting in New York where he explained the ConRail agreements to the Signalmen. At many of these meetings Vice President Walsh headed up a team which also included General Chairman Bernard E. Britcher, Assistant General Chairmen Willis Abner, Howard W. Ahrens and Richard J. Szprygada. These meetings were held in various cities in the territories covered by the six railroads which were formed into ConRail. Also discussed at subsequent meetings was the transfer of some employes to Amtrak. In all, the considerable effort made by Vice President Walsh and the various general chairmen involved, has paid off in a generally smooth transition.

SANTA FE: **L. R. Thompson,** signal foreman at Stockton, CA and a member of San Joaquin Valley Lodge No. 173, has retired.

NORFOLK & WESTERN: **Louis** A. Hayden, signal maintainer at Wabash, IN and a member of Wabash Lodge No. 55, has retired.

UNION PACIFIC: **C. H. Adair,** general ctc maintainer at Kansas City, KS, has retired after 37 years service. Brother Adair is a member of Rock Springs Lodge No. 8.

MILWAUKEE ROAD: **George C. Aird,** special signal maintainer at McGregor, IA and a member of Lodge 219, retired recently. **Donald W. Ream,** signal maintainer at Roundup, MT and a member of Avery Lodge No. 4, retired recently.

SANTA FE: **W. V. Skinner,** signal inspector at Amarillo, TX, and **E. F. Mahannah,** signal maintainer at Raton, NM, have retired. Brothers Skinner and Mahannah are members of Rocky Mountain Lodge No. 161.

Destroying American jobs is a high price to pay for that import "bargain" you brought home from the store today.

35 year pins were presented to V. J. Spoerl (seated left) and A. E. Nenn (right). Other retired members received 25 year pins. Here shown with Vice President Best and General Chairman Gerth. These members include (left to right) A. Obodowsky, M. Maurer (retired) J. Holloway, J. H. Konrath, D. Denissen.

### Local 9 honors retired members at a luncheon

Retired signalmen from J. C. Gerke Lodge No. 9 were honored recently at an annual luncheon at Fond du Lac, WI. Forty two people attended this annual "Get-together" of Chicago & North Western Signalmen.

Vice President W. D. Best and General Chairman H. S. Gerth presented 59 year membership pins to Paul Hoffman, R. B. LeBaron, George Mailloux, Wm. Hines and J. W. Hoppe. Forty year pins were presented to R. C. Armstrong, Lee Mauer, J. H. Nooyen and Ed. Klockow. All these members are retired. Thirty five year pins were presented to V. J. Spoerl and A. E. Nenn. Twenty five year pins were presented to M. Maurer (retired) A. Obodowsky, J. Holloway, J. H. Konrath, D. Denissen.

Buying Union helps "organize the unorganized"—do your part!

American-based multi-national companies are expanding employment in foreign countries nearly 10 times faster than in their American operations.

"HOW QUICKLY THEY FORGET DEPARTMENT"—The right to manufacture American-made products was one of the major grievances that led to the American Revolution.

W. D. Best, vice president BofRS (left) and H. S. Gerth, general chairman C&NW (right) are shown with retired members who received 40 year membership pins (left to right) J. H. Nooyen, Lee Maurer, R. C. Armstrong, Ed Klockow.

GRAND TRUNK WESTERN: **Wendell Miller,** signal foreman at Lansing, MI, has retired after 37 years of service. **Joseph Schauer,** signal maintainer, Port Huron, has retired after 34 years service. Brothers Miller and Schauer are members of Durand Lodge No. 14.

SOUTHERN: **Olen E. Kitchens, Jr.,** signal maintainer at Barnesville, GA and a member of F. B. Stanley Lodge No. 11, has retired.

**Except for General Chairman H. S. Gerth** second from left; these retired members of J. C. Gerke Lodge No. 9 received their 50 year pins. Shown here (left to right) J. W. Hoppe, G. Mailloux, P. Hoffman, R. B. LeBaron and W. Hines.

How would you like to explain face to face to the guy in the unemployment line why you bought the import version of the product he **used** to make?

Imports are NOT cheaper—they cost too many jobs.

A 1975 survey showed that the average wage rate for an electrician in eight Southeast Asian countries was about 52 cents an hour.


## National Electric Control Co.

**2931 Higgins Road, Elk Grove Village, IL 60007**
**Phone: 312-593-8100**

Paired
Communication
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Railroad
Underground and
Aerial Signal Cable

Track Wire
Bond Strand
Case Wire

Nickel
Cadmium
Batteries

Battery Chargers
Track Rectifiers

**National Electric Gate Company**
Division of NECCO

NATIONAL ELECTRIC GATE CO.

Wooden & Fibre-Glass Gate Arms
Gate Arm Products
Lamps — Mechanisms

# Regional meeting goes well

Vice President John T. Bass chaired the St. Paul regional meeting. Shown with him at the head table are (left to right): W. D. Best, vice president; J. E. Platt, vice president; R. T. Bates, secretary-treasurer; and C. J. Chamberlain, president.

President C. J. Chamberlain brought members up-to-date on what is happening on the legislative scene in Washington as well as other current affairs of interest to BofRS members.

This group of members at the St. Paul Regional Meeting (front row, left to right) are: R. J. Olson of Minneapolis Lodge 220, Milwaukee Road; and J. B. Digman, Lodge 219. Standing (left to right) are: W. D. Best, vice president BofRS; J. R. Digman, Lodge 219; L. T. Davies, general chairman, Milwaukee Road; T. G. Moline, Omaha Lodge 168; C&NW; and John Schones, Minneapolis Lodge 220, Milwaukee Road.

The BofRS regional meeting held in St. Paul in June turned out to be an informative session in which officers of the Brotherhood and guest speakers well versed in their topics provided members with up-to-date information in areas of the speakers' expertise.

Charles Pouliot, assistant to the labor member of the Railroad Retirement Board, in addition to describing benefits to be derived under the retirement unemployment and sickness systems brought members up-to-date on payments made by the Railroad Retirement Board to members of the Brotherhood of Railroad Signalmen. Here is what he said:

Here are some figures on what members of your union have actually been paid by the railroad retirement-survivor and unemployment-sickness systems.

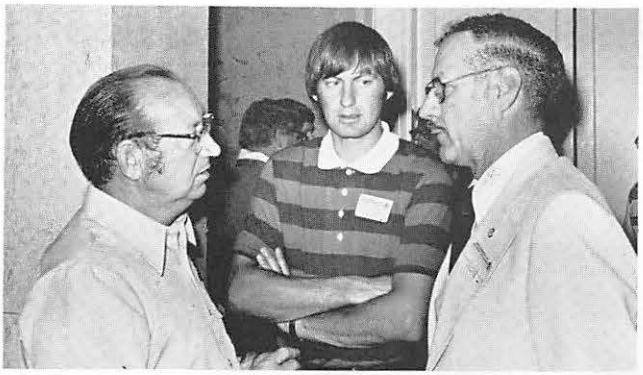
About $32.7 million was paid in retirement and survivor benefits during fiscal year 1975 to retired signalmen, their dependents and survivors.

At the end of fiscal 1975 there were 4,500 retired signalmen on the Board's rolls. Some 1,700 of these annuitants were also receiving supplemental annuities and 2,400 had wives on the rolls.

Some 500 signalmen retired directly from the railroad industry in fiscal 1975. The average regular annuity awarded to them was about $474. The average supplemental annuity in the last half of the year was $42. Annuities awarded to their wives averaged about $207. Survivor annuities awarded to all widows in 1975 averaged almost $248.

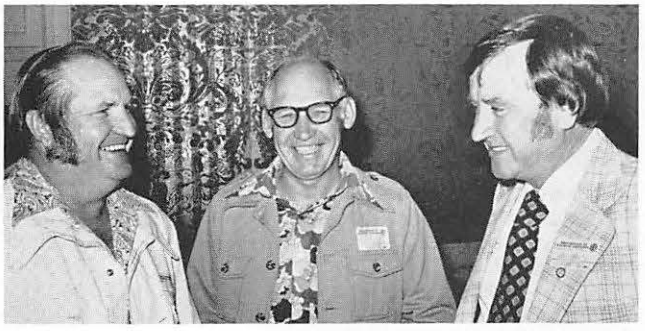
Over 1,100 signalmen received unemployment and sickness benefits from the Board during the 1975 fiscal year totaling approximately $783,000. The average benefits paid them during the

W. W. Lauer, vice general chairman, Burlington Northern, (center) listens to comments made by F. L. Ginn (left) of Aurora-Galesburg Lodge 103. Also listening is V. L. Johnson (right) of Aurora-Galesburg Lodge 103.



J. B. Digman (left) and son, J. R. Digman, both from Lodge 219, Milwaukee Road, talked to L. T. Davies, general chairman, Milwaukee Road (right).

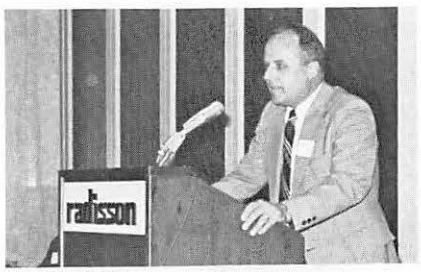
E. D. Hodsdon, (center) general chairman, Soo Line, shown here listening to C. J. Chamberlain, president, BofRS and J. T. Bass, vice president BofRS.



Three Burlington Northern members are caught by the camera as they are in conversation. Shown here (left to right): H. E. Vierkant and A. L. Vierkant, both of Great Northern Lodge 154, and W. A. Class, Jr., chairman, BN.

year for unemployment claims was about $519 and about $681 for sickness claims.

AEtna Life & Casualty Company is working with the railroads to improve the dental plan stated R. Thomas Brown, manager, Life & Health Division, Claim Department. Speaking at the regional meeting, Brown said that shortly after the plan went into service on March 1, 1976 a member applied for and received payment for dental work and the claim was paid during the month of March so AEtna and the railroads have had practical experience with this new dental plan. Brown emphasized that there is a definite need for the railroads to provide verification of an employe. He also mentioned that the advanced claim review can be very effective in providing prompt payment. Under advanced claim review before dental work is done the dentist fills out a form stating specifically what is to be done and how much it will cost and this is sent to AEtna which checks this advance verification with its own set of qualified dentists. The advantage of this advance verification is that when the work is done the member will have no problem in having the payments made by AEtna.




Merrill Phillips, secretary railroad claims for Travelers Insurance Companies, discussed the Travelers Plan.

Charles Pouliot (at the microphone) assistant to labor member, Railroad Retirement Board, informed members of the payments made by the Board to BofRS members during 1975.

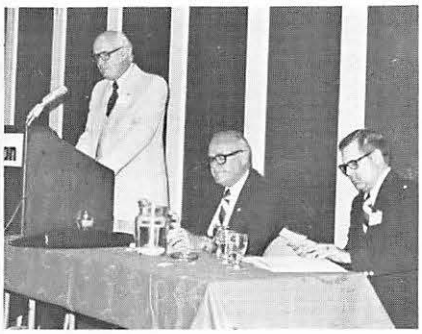
George Rerat of the law firm of Rerat, Crill & Boursier, briefly discussed the Federal Employers' Liability Act and its importance to railroad men.

# REGIONAL MEETING Cont'd.

Milwaukee Road members got together at the St. Paul Regional Meeting. Shown here (left to right) are members of Minneapolis Lodge No. 220: D. B. Roundy, P. C. Peterson, retired; R. J. Olson, M. E. Reeve, R. J. Dunn, retired; and W. D. Best, vice president BofRS.

E. A. Lindahl (right) of Chicago & North Western Lodge 43 listens to a word from C. J. Chamberlain, president BofRS.

W. A. Class, Jr., (left) general chairman, is shown here with Great Northern Lodge 154 members (left to right): A. L. Meader, S. O. Thompson and R. D. Wylie.



W. V. Dennis, assistant vice president claims, Provident Life & Accident Insurance Company, Inc., described the Provident supplemental sickness benefit program and answered questions concerning it.

Roving camera of TSJ caught these members at the St. Paul Regional Meeting. Shown here (left to right): Allan Swenson, Maple Leafe Lodge 98, C&NW; E. A. Lindahl, Lodge 43, C&NW; W. W. Lauer, vice general chairman, BN; D. C. Gordon, C&NW Lodge No. 43 and T. G. Grace, C&NW Maple Leaf Lodge 98.

Henry S. Gerth, general chairman, C&NW, is shown with T. G. Moline who is the last active charter member of Omaha Lodge 168 of the C&NW.

# For the First Time in Eight Years We Can Have Unity in Washington

We have struggled eight long years with a White House that is unresponsive to the will and the needs of the people of America.

Social program after social program has been phased out in the interest of "economy" while an over-run defense budget soars. Millions of Americans are out of work and out of luck because of two "veto happy" Presidents.

THE CONGRESS

Our friends in Congress — of which there are many — have worked long and hard to correct this blundering and mismanagement. We must help them continue the fight. In this crucial election year we will build upon past election

victories and strengthen the progressive character of Congress.

Labor must be united at the polls if America is to be united in the future.

This means an all out registration drive and a get-out-the-vote effort on election day. It is the responsibility of each and every union member to register, to vote and to make sure their families do the same.

THE WHITE HOUSE

For many it is hard to remember the time when Congress and the President worked together for

the common good of the American people. In 1976 we will make that happen again.

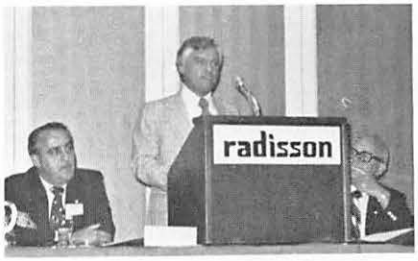
We have the chance to restore political and moral leadership to the White House through Jimmy Carter and Walter Mondale.

As average tax-paying citizens we will be able to look at the President and the Vice-President with pride and with the full knowledge that our best interests are being served.

## Carter/Mondale

# Vote Unity November 2

## MEETING Cont'd.




R. Thomas Brown, manager, Life & Health Division, Claim Department, AEtna Life & Casualty Company, explained the operation of the new dental plan to members at the Regional Meeting in St. Paul.

R. T. Bates, secretary-treasurer, urged support for The Signalmen's Political League and emphasized the important work done by SPL in supporting candidates for public office who are friends of Labor. He also briefly described A. E. Lyon's book "The History of the Brotherhood of Railroad Signalmen" and said that members would find the book most interesting.

A. L. Vierkant of Great Northern Lodge 154 donates to The Signalmen's Political League. He is shown here handing money to Grand Lodge Representative R. R. Mitchell.

# Obituaries

**Edward Goins,** signal maintainer for the Louisville & Nashville, at Murfreesboro, TN, and a member of Risedon Lodge No. 208, died September 24, 1975.

**Jessie R. Sisk,** signal maintainer at Barbourville, KY, for the Louisville & Nashville and a member of Corbin Lodge No. 158, died November 23, 1975.

**Charles A. Rhines,** signalman for the Western Pacific at Elko, NV, died recently. Brother Rhines was a member of Sacramento Lodge No. 179.

**John B. Porter,** signal maintainer at Forest Hill, IL for the Baltmore & Ohio Chicago Terminal, died at the age of 42 on March 31, 1976. Brother Porter was a member of Lodge No. 143.

**Willard L. Bolyard,** 64, signal maintainer for the Chessie System at Ravenswood, WV died March 18, 1976. Brother Bolyard was a member of Monumental City Lodge 31.

**Frank W. Kessler,** 68, retired signal maintainer for the Chesapeake & Ohio at Mt. Sterling, KY died March 16, 1976. Brother Kessler had completed 24 years service when he retired in 1968. He was a member of Evans Lodge 221.

**R. P. Chapman,** retired signal maintainer for the Louisville & Nashville at Flomaton, AL died recently. Brother Chapman had completed 43 years service with the railway when he retired in 1966. He was a member of Lodge 137.

**James W. Rannels,** retired signalman on the Central Division of the Missouri Pacific, died March 9, 1976 at the Allen County Hospital in Iola, KS. Brother Rannells was 67. He had retired in 1973 and was a member of Missouri Lodge No. 72.

**William H. Berry,** signal maintainer at Obrien, CA for the Southern Pacific, died June 8, 1976. Brother Berry had completed 32 years service when he retired in 1970. He was a member of Sacramento Lodge No. 179.

**Fred W. Anderson,** retired signal maintainer for the Milwaukee Road, died January 30, 1976 at Ellensburg, WA. Brother Anderson had completed 39 years service when he retired in 1958. He was an active member of Avery Lodge No. 4 and had served as chief signalman, local chairman and trustee.

**Emil E. Nickl,** retired signalmaintainer for the former Great Northern, at Spring Brook, ND, died recently. Brother Nickl was a member of Great Northern Lodge 154 and had completed 38 years service when he retired in 1957.

**Charles McGee,** retired signal maintainer for the Erie Lackawanna, at Ossian, IN, died recently. Brother McGee was a member of Wabash Valley Lodge 101.

**John A. Lewis,** retired signal foreman for the former Delaware, Lackawanna & Western, later Erie Lackawanna, headquartered at Scranton, PA, died recently. Brother Lewis had completed 39 years service when he retired in 1965. He was a member of the former DL&W Lodge 159 which later became Deposit Lodge 145.

**Thomas M. Wright,** retired signalman for the Baltimore & Ohio at Philadelphia, PA, died recently. Brother Wright had completed 45 years service when he retired in 1962. He was a member of Monumental City Lodge 31.

## Jimmy Carter/Walter Mondale

# To Bring America Together Again

## *Leadership in the White House*

The American people have an opportunity this November to elect a president who can restore trust and confidence to government while putting an end to eight years of devisive, negative Nixon-Ford policies. Jimmy Carter will be that president, and he will bring America together again.

Jimmy Carter has taken a strong stand on the questions of jobs, inflation, health care, taxes, energy and all the other issues that are important to working people. The Carter-Mondale ticket is pledged to lead this country with wisdom and vision rather than the blunders and vetoes of the last eight years.

Jimmy Carter has said that full employment—jobs for all Americans — should be the first priority of any government. With Jimmy Carter and Walter Mondale we will put America back to work and bring America together again.

# OBITS Cont'd.

**William A. Weiler,** retired signalman for the former Delaware, Lackawanna & Western, died recently. Brother Weiler was a member of former Lodge 68 and was a signalman in the Hoboken signal shop, having served 44 years upon his retirement in 1962.

**Richard Scobee,** retired signal maintainer at Puyallup, WA, died recently. Brother Sobee had completed 44 years service when he retired in 1958. He was a member of St. Paul Lodge 87, Northern Pacific.

**Kenneth J. Knapp,** retired signalman for the Western Pacific at Tracy, CA, died recently. Brother Knapp was a member of Sacramento Lodge No. 179.

**A. D. Hughes,** retired tcs maintainer for the Western Pacific at Oroville, CA, died recently. Brother Hughes was a member of Sacramento Lodge No. 179.

**Tim O. McCoy,** 63, signal helper at Akron, OH, for the Baltitimore & Ohio, died November 17, 1975. Brother McCoy was a member of Winton Lodge No. 94.

**Harry M. Evans,** retired leading signal maintainer for the former Big Four district of the New York Central, at Springfield, OH, died recently. Brother Evans had completed 45 years service when he retired in 1962. He was a member of Galion Lodge 30.

**J. W. Clevenger,** retired signal maintainer for the former Chicago, Burlington & Quincy, at Galva, IL, died January 22, 1976. Brother Clevenger had completeed 46 years service when he retired in 1966 and was a member of Aurora-Galesburg Lodge 103.

**Oscar L. Craver,** retired relay testman and maintainer for the former Pennsylvania, at Philadelphia, PA, died recently. Brother Craver had completed over 38 years of service when he retired in 1961. He was a member of Philadelphia Lodge 18.

**Gerald C. Barnes,** retired signalman for the Grand Trunk Western, at Battle Creek, MI died March 18, 1976. Brother Barnes had completed over 43 years service when he retired in 1970. He was a member of Durand Lodge 14.

**Charles Karger,** retired signal foreman for the Milwaukee Road, at Sioux Falls, SD, died recently. Brother Karger completed 18 years service when he retired in 1957. He was a member of Milwaukee Lodge 61.

**H. L. Africa,** retired signal testman for the former Pennsylvania, at New York City, died recently. Brother Africa completed 50 years service when he retired in 1959.

**T. A. Foley,** retired signal maintainer for the former Monon, at Lafayette, IN, died recently. Brother Foley had retired in 1952 and was a member of Lafayette Lodge 91.

**Leonard L. Mangels,** retired signalman for the former Chicago, Rock Island & Pacific, at the signal shop at Silvis, IL, died recently. Brother Mangels had completed 45 years service when he retired in 1965 and was a member of Rock Island Lodge 183.

**Clarence C. Bohlken,** retired signalman for the Chicago & North Western, at Nelson, IL, died recently. Brother Bolken had completed 47 years service when he retired in 1975. He was a member of Illinois Lodge 108.

**Ernest A. Haines,** signal maintainer for the former New York Central, at Schenectady, NY, died recently. Brother Haines had completed 25 years service when he retired in 1959. He was active in BofRS affairs having been a charter member of Albany Lodge 80. He had served as chief signalman, recording secretary and local chairman during his years in the lodge.

**John T. Blansfield,** retired c&s maintainer for the former Pennsylvania, at Edgewood, MD, died recently. Brother Blanfield had completed 46 years of service when he retired in 1965. He was a member of Wilmington Lodge 48.

**W. H. Holtsberry,** retired telegraph and signal maintainer for the former Pennsylvania, at Van Wert, OH, died recently. Brother Holtsberry had completed 49 years service with the PRR when he retired in 1962. He was a member of Victory Lodge No. 73.

**Roger D. Gatlin,** 24, signalman on the Santa Fe at Richmond, CA, died July 18. Brother Gatlin was a member of San Joaquin Valley Lodge No. 173.

**Charles A. Kwader,** retired signal maintainer for the former Wabash at Montpelier, OH, died recently. Brother Kwader, a member of Wabash Lodge No. 55, had completed 32 years service when he retired in 1971.

**Charles E. Rockett,** retired signalman for the former Pennsylvania at Philadelphia, died recently. Brother Rockett, a member of Philadelphia Lodge No. 18, had served 46 years with the railway when he retired in 1966.

**Harry G. Fluck,** retired signal maintainer at 30th Street Station, former Pennsylvania, at Philadelphia, PA, died recently. Brother Fluck had completed 32 years service when he retired in 1959. He was a member of Philadelphia Lodge No. 18.

# Canadian News

### Signalmen reach agreement with Canadian railroads

The Brotherhood of Railroad Signalmen signed a wage agreement with the railroads in Canada on June 30, 1976. The agreement provided that all basic hourly, daily, weekly, monthly, and mileage rates of pay, will be increased 11% effective January 1, 1976 and effective January 1, 1977 these rates of pay will be increased by another 8.27%. Also included in the agreement is a cost of living adjustment which will be effective December 31, 1976 if the cost of living exceeds 8% during 1976. If the December 1976 Consumer Price Index in Canada exceeds the same CPI for December 1975 by more than 8% all basic rates of pay in effect December 31, 1976 will be increased by a percentage figure equal to the percentage difference between these two CPIs that exceed 8%.

Also the weekly allowance under the employe benefit plan has been increased to a maximum of $133. in 1976 with a further increase in 1977. The sickness benefit payments are effective January 1, 1976.

These increases have also been approved by the Anti-Inflation Board of the Canadian Government.

### Canadian hearings could affect signalmen

Vice-President John E. Platt reports on recent hearings held by the Canadian government.

Our participation in these hearings is handled by the Canadian Railway Labour Association (CRLA) and is presented by Brother E. G. Abbot, executive secretary, along policy lines layed down by the top officers of the railway unions.

Hearings have just concluded before the Canadian Transport Commission in Ottawa concerning the rationalization of transcontinental passenger service and passenger service in the Quebec City-Montreal-Toronto-Windsor corridor.

The Government, in a white paper, has proposed to abolish duplication between CN and CP Rail in transcontinental passenger service and to put more money into high speed passenger trains in the more heavily traveled areas in Eastern Canada.

The proposal is that CN would operate the transcontinental service east of Capreol-Sudbury, with CP Rail operating the service over their lines in the West. Along with this would be connecting services, such as between Saskatoon-Regina, Edmonton-Calgary, etc. Any change of this nature would have a profound effect on employees concerned with the passenger service.

The main thrust of our representation is that any legislation in this area that the Government may enact must contain provisions for the full protection of employees adversely affected.

The Government is going to make approximately $100 million available to the Railway to improve service in the eastern corridor. In fact, $30 million has already been given to CP Rail to improve their service between Montreal and Quebec City. This money is to be spent on road bed upgrading, improved signal systems and rolling stock.

The Hall Grain Handling and Transportation Commission is completing its hearings into the transportation system in Western Canada. The hearings being held in Saskatoon, the first two weeks in September, are concerned primarily with branch-line abandonment in relation to grain movement. In this area, we have not presumed to have the expertise to recommend which lines should be retained, where elevators should be located, etc., but we have pointed out the effects that some of these proposed changes could have on employees and communities and again have urged the Commission that their final report should recognize this and contain recommendations for their full protection.

The Commission has two further hearings scheduled; one in Edmonton in late September and one in Vancouver in early October.

The Edmonton hearing is to examine a Government of Alberta proposal to bring all the railway lines in Northern Alberta under one management authority. The railways or lines involved are as follows: Northern Alberta Railways, The Great Slave Lake Railway, The Alberta Resources Railway, The CNR Athabasca, Sangudo, Coronado and Bonnyville subdivisions.

The problem of employees' pension rights, seniority, etc. have to be foremost in appearing and presenting our brief to the Commission.

The Vancouver inquiry is to examine, in depth, the operation of the railways and grain terminals within the Vancouver port area. Among the many alternatives and propositions available, the Commission will be considering the operation of all railway lines within the port area as a terminal railway under a single management. Also, the Commission will deal with the construction of a rail link between Ashcroft on the CN and Clinton on the British Columbia Railway. If this were to happen, it would put the BCR under Federal jurisdiction instead of Provincial.

Briefs have also been presented concerning tariff increases where it had a direct or indirect relationship to railway employment.

Signalmen in attendance at the June 30, 1976 convention of the Canadian Labour Congress include: (left to right) D. A. McManus, assistant general chairman Canadian National; R. R. Mitchell, grand lodge representative BofRS; and J. E. Platt, vice president BofRS.

The Noel Hall Inquiry into the CN and CP pension plans concluded hearings some months ago and although we have not heard anything officially, it is expected that the recommendations should be forthcoming very shortly. It must be remembered that anything that is in the Noel Hall Report are only recommendations. They do not become effective until negotiated with the railways by the unions. Also, pension benefits are considered income under the regulations of the Anti-Inflation Legislation.

As you can appreciate, any recommendations that may be forthcoming from these various commissions and inquiries are going to have an inmportant influence on any future Government legislation in the area of transportation, which, in turn, will have a direct effect on railway employees.

It is becoming increasingly important that we take a very active roll in this area so that the concerns and interests of the railway employee be recognized.

**Young Pioneers Lodge 118 meeting reported by Pat O'Halloran**

Chief Signalman A. St. Amour welcomed the fifteen Brothers to our March meeting. Local Chairman A. Cunningham instructed the men that the price list allowed for meals by Supervisor O'Neil for expenses incurred under the training program were only guidelines. If it costs more, put it in under clause 22, 23 of the agreement book.

Retired Pensioners H. Smith, Cornwall, thanked the local for their donation.

Local Chairman Y. Lemieux a recontre supervisor H.J. McKenna le 22 janvier a une assemblie. Le resultat etait qu'un nouvel emploi passera le I.Q. test avant d'entrer le compagnie au lieu d'attendre six mois.

T. C. Collins was elected as co-op representative under supervisor N. Deschamps. D. McKenna was elected as co-op representative under H. J. McKenna.

Chairman Y. Lemieux read a letter about conveying train traffic from the control panel in signal bungalows. The maintainer should be paid overtime instead of by the guarantee and he should be absolved from any accident resulting from his manipulation of the panel.

Chairman Cunningham brought the Local up to date on our present contract talks.

The local wishes our Brother Bob Houle a speedy recovery.

**Malcolm (Mac) Martin,** 57, signalman for CP Rail at Winnipeg, Man., died March 19, 1976 after a brief illness. Brother Martin, a member of Winnipeg Centre Lodge No. 12, joined CP Rail in 1957. He is survived by his wife, Georgina; three sons, Barry and Craig of Winnipeg, and David of Calgary; three daughters, Mrs. Gordon Demkey and Mrs. Brian Clapham of Winnipeg, and Mrs. Don Vance of Moose Jaw, Sask.; 11 grandchildren, two brothers, and five sisters. The officers and members of Lodge 12 extend their deepest sympathies to Brother Martin's family.

CP Rail: **L. S. McKerral,** signal maintainer at Orangeville, ON and a member of Queen City Lodge No. 122, has retired.

***For Canadian residents only:***

**Moving? Let us know!**

Please send your new address to:

**J. E. DuBois, Brotherhood of Railroad Signalmen, 1396 St. Catherine St. W., Suite 323, Montreal, Que. H3G 1P9**

**Name** _____

**Street or Box No.** _____ **Apt. No.** _____

**City** _____ **Province** _____ **Zip** _____

**Lodge No.** _____ **Certificate No.** _____

offer to transfer to Amtrak. Amtrak only has the property from outside the Washington Terminal Company to New York City and from New Haven, CT, to Boston, MA.

The area from New Rochelle, NY, to New Haven, CT, stayed with Conrail for the present time. This was due to the fact the States of New York and Connecticut took over this section a few years ago for the commuter operation. Amtrak has trackage rights over the line.

### New flasher features one-man alignment

The FXL-10 flashing lamp design permits a close relationship of the lamp to the lens and reflector. Also, it contains an improved optical system with maximum available light transmitted which provides a high intensity beam for both distant and close-up viewing. The new housing can be installed to existing cross-arm junction box fittings. A built-in alignment sight offers ease of alignment by one man. *For more information, write Sales & Service Dept., Safetran Systems Corp., 7721 National Turnpike, Louisville, KY 40214.*

### Union Pacific awards GRS contract for Hinkle Yard

Union Pacific awarded a contract to General Railway Signal Company for $3,425,575 for a freight car classification system for Hinkle Yard, Hinkle, OR. The fully automatic yard facility will utilize digital minicomputers to control and classify freight cars and provide management information for display on video display consoles or printed as hard copy. The initial installation will consist of 32 classification tracks, with later expansion to 40 tracks and possible future expansion to 72 tracks. GRS type E160 electric car retarders and radar speed detectors will provide car speed control, and model 6 electric switch machines will switch cars to their assigned tracks. Completion date for the 32-track facility is scheduled for November 1977.

### Unions and carriers sign to meet revitalization act

Rail unions including the Brotherhood of Railroad Signalmen have agreed upon protective provisions as required by Section 516 of the Railroad Revitalization and Regulatory Reform Act of 1976. The protective provisions agreed upon were transmitted to the Secretary of Labor in a letter dated July 2, 1976 and signed by C. J. Chamberlain, chairman, Railway Labor Executives' Association; C. L. Dennis, president, Brotherhood of Railway, Airline and Steamship Clerks; and William H. Dempsey, chairman, National Railway Labor Conference.

### New firm organized to take over Delmarva Line

A new firm, Eastern Shore Railroad Co., has been organized to take over the 490 miles of former Penn Central rail line on the Delmarva Peninsula, running south of Wilmington, DE. This line, now operated by Conrail, had been slated for a takeover by Southern Railway. But Southern pulled out because it wouldn't agree with the unions on protective arrangements for the positions involved.

The new firm has recently been seeking legislation from Congress enabling it to take over and improve the 490 miles of Delmarva line. This plea got a boost from Attorney William Mahoney, speaking for all the rail unions involved. The unions expect "none of the problems" with the new firm that they had with the Southern, Mahoney said, and they "vigorously support" a takeover by "a responsible person such as the Eastern Shore Railroad Co.

### Safety Act of 1976 signed by President

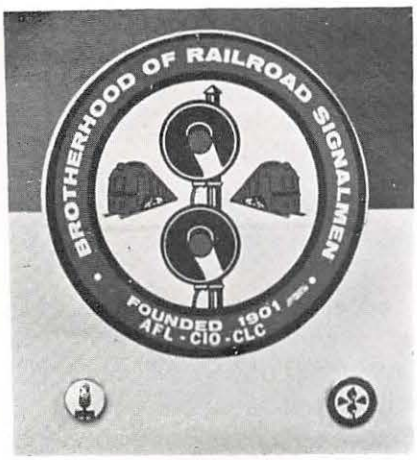
After overwhelming passage by both Houses of Congress, President Ford signed into law a bill to strengthen railroad safety. The new Federal Railroad Safety Act of 1976, strongly backed by the rail unions, authorizes $70 million over the next two years to improve enforcement of existing rail safety laws, including more safety inspectors.

The new Act also boosts the minimum fines on carriers violating safety standards, brings signalmen and hostlers under hours of service protection, and requires transfer of lodging facilities for employes away from hazardous rail switching yard locations. It imposes penalties on railroads failing to provide clean, safe and sanitary sleeping quarters for employes during rest periods between assignments.

### Chessie will construct new yard in Cincinnati

At a cost of more than $56 million dollars, Chessie System will construct a new automatic classification yard just north of the Ohio River and west of downtown Cincinnati, OH. The new yard will take in approximately the area occupied by five present yards: Liberty Street, Brighton, Yard A, Millcreek and Stock Yards.

Work will begin immediately and will be phased in over five to six years. The computer-controlled hump will process cars at the rate of six a minute, and capacity will be for 40 trains received and dispatched daily. The present traffic in the Cincinnati Terminal for Chessie System is approximately 3,600 cars daily.




**Signalmen's decal** (top) has adhesive backing so it can be applied to glass, leather, metal, etc. for BofRS identification on car windows, bumpers, luggage, hard hats, etc. The emblem is 4" or 3" in dia. It has a red border with white letters. The signal displays green over red. Below left is a metal **colorlight signal lapel pin** ½" in diameter with signal showing green over yellow over red on white enamel background. Signal and pin outlined in gold. Below right is ⅝" **BofRS lapel pin** identical to decal except letters and outline are in gold.

**Golf caps** with the BofRS emblem in color are available in Medium size with adjustable head band. These lightweight, net caps come in Red, Black or White.

## New history of the BofRS is now available

A complete new history of the Brotherhood of Railroad Signalmen has been written by A. E. Lyon, president emeritus which covers the 75 years of the Brotherhood since its founding in 1901.

**Cloth emblem** is available with BofRS in white letters on red border, two locomotives and green over red searchlight signal.

**Coasters** (3" dia.) come in black and gold, or in white, red and green with BofRS emblem.

## Master National Agreement book has basics

The basic provisions of national agreements negotiated with U.S. railroads and the BofRS are contained in a loose-leaf binder with 2-inch rings so there is room for additional material, such as local agreements. The 21 sections are: A—summary of wage changes; B—summary of other benefits; C—Washington job protection agreement of 1936; D—vacations; E—Union shop agreement; F—Holidays; G—Claim and grievance handling; H—Health and welfare; I—Force reductions; J—Employment security; K—Travel time and away-from-home expenses; L—Off-track vehicle accidents; M—Jury duty; N—Overtime; O—Camp cars; P—Apprentice programs; Q—Change of residence; R—Earnings deduction in discipline cases; S—Supplemental sickness benefits; T—Union dues checkoff; and U—Amtrak C-1, C-2.

## Signalman's training books are available

The 8-volume signalman's training course covers the following subjects: 1—electricity, circuit symbols and nomenclature; 2—signal terms, relays, track circuits and meters; 3—automatic block signaling, time code control and electronics; 4—traffic control systems and power switch machines; 5—highway grade crossing warning systems and FRA RS&I tests; 6—remote control and automatic interlockings; 7—ctc machines and their operation; 8—maintenance of signal equipment.

**Use this handy order form:**

# The SIGNALMAN'S Store

PLEASE SEND ME THE FOLLOWING ITEMS:

_____Golf caps @ $3.75 each. ____R ____B ____W

_____Coaster (black and gold) @ 10¢ each.

_____Coaster (red and green) @ 15¢ each.

_____Cloth emblem @ $1.50 each.

_____Colorlight signal lapel pin @ $1.50 each.

_____BofRS red, gold lapel pin @ $2.00 each.

_____Decals @ 15¢ each. _____3 inch _____4 inch

_____History of BofRS _____@ $9.95 each.

_____General Chairman & Local Chairman's Manual @ $3.00 each.

_____Signalman's training books @ $18.00 per 8-volume set.

_____Vol. 1 @ $2.50 each. _____Vol. 5 @ $2.50 each.

_____Vol. 2 @ $2.50 each. _____Vol. 6 @ $2.50 each.

_____Vol. 3 @ $2.50 each. _____Vol. 7 @ $2.50 each.

_____Vol. 4 @ $2.50 each. _____Vol. 8 @ $2.50 each.

_____Master National Agreement Book @ $7.95 each.

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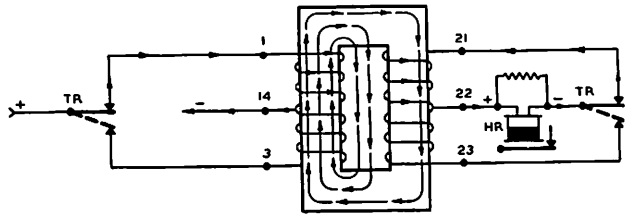
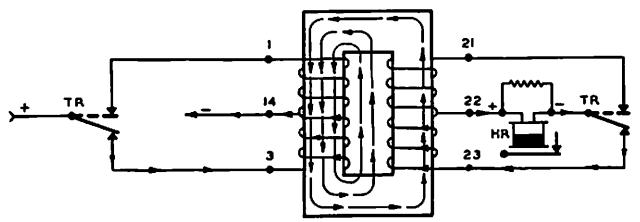
# Signalman's Worksheet

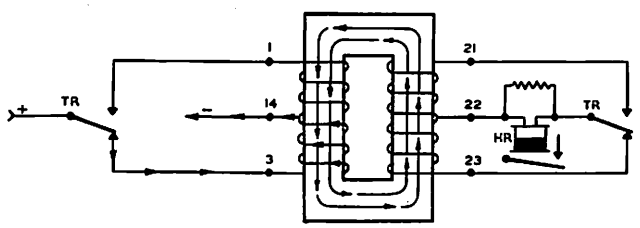
## Coded track circuits




*a. Track circuit momentarily energized.*




*b. Track circuit momentarily deenergized.*




*c. Track circuit shunted by train.*

Fig. 405: Operational diagrams of master transformer.

### Master Decoding Transformer

The master transformer performs three distinct functions:

1. It provides a link between the track relay and the track-detector relay, and it acts in such a manner as to provide energy to pick up the track-detector relay only when the track relay is coding.
2. It supplies an a-c. output which is mechanically rectified to furnish pulsating direct current to track-detector relay HR.
3. It supplies alternating current to the decoding units (described later) at the code frequency being received.

Figure 405a, an operational diagram of the master transformer, shows the condition that exists when the code-responsive track relay first makes its front contacts. As current increases in the upper half of the primary winding, the resultant rise of magnetic flux induces a voltage in the secondary windings.

Only the upper half of the secondary winding energizes track-detector relay HR, the current passing through the heel and front of the track relay contact at the right.

Figure 405b shows the condition that exists when the track relay first makes its back contacts. The voltage induced in the windings is now in the opposite direction because voltage is impressed on the lower half of the primary winding and the core flux is reversed.

HR is again energized by current of the same polarity, however, because the heel and back contact of the track relay now complete a circuit through HR and the lower half of the secondary winding.

When the pulsating rail current is shunted out by the presence of a train in the block, the track relay will cease to operate, leaving its back contacts made. Thus, as shown in Figure 405c, a steady current would flow through the lower half of the primary winding; the magnetic flux would be of constant value, and no voltage would be induced in the secondary windings. The decoding unit, as will be shown later, is connected to the master transformer in series with a condenser. It is a tuned device, responding only to code impulses of the code rate for which it is designed.

Likewise if the track relay is steadily energized by foreign current in the track circuit, for example, its front contacts remain closed and the same condition will result—HR and the decoding units will receive no energy.

### Decoding Unit

All the apparatus necessary for the development of the coded track circuit has thus far been described. However, line wires are still required if more than one proceed aspect is desired. We will now discuss the additional apparatus that makes possible the control of multiple proceed aspects without using any signal line wires.

To secure multiple proceed indications without the use of line wires, different codes, such as 75, 120, or 180 per minute, are applied to the rails at the battery end, the code selection being governed by the position of the next signal in advance; see Figure 406.

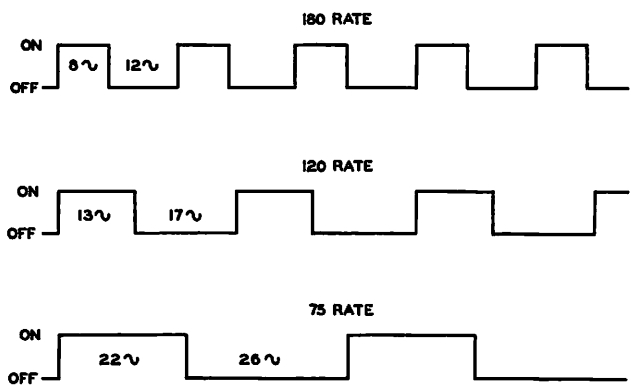
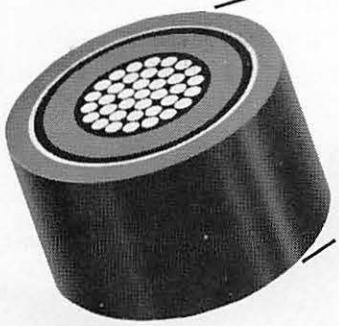
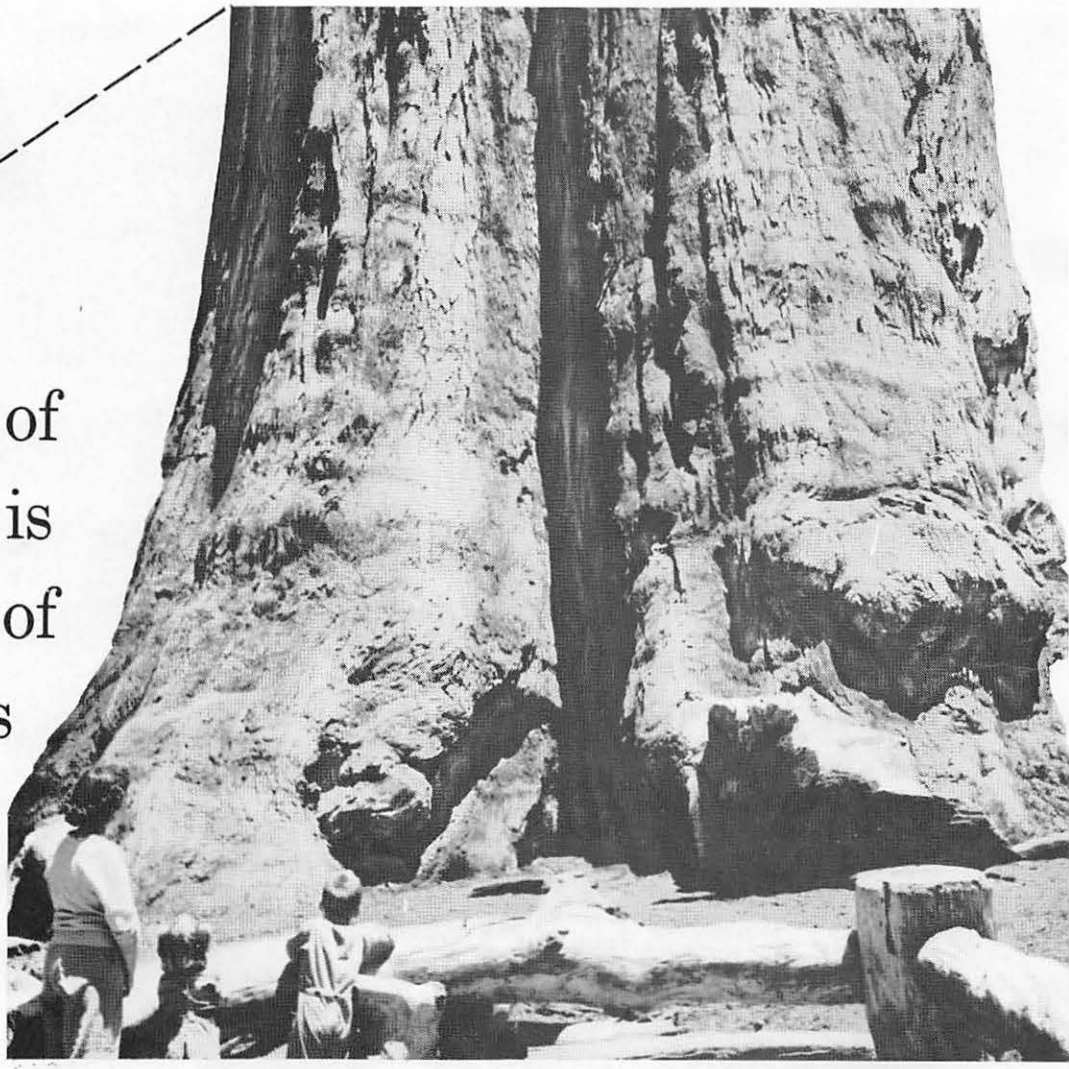



Fig. 406: Code rates—"on" periods per minute.





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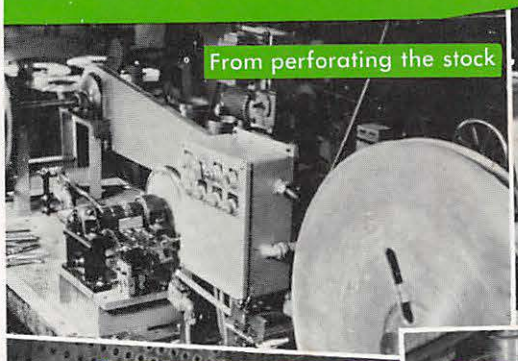
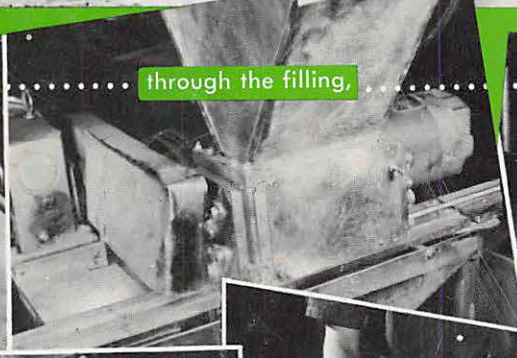
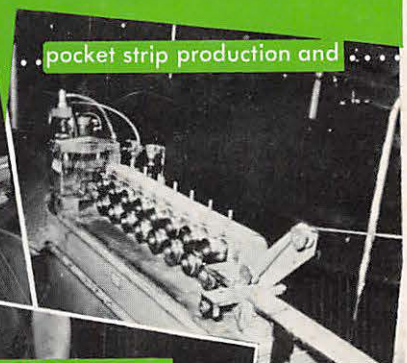


From perforating the stock

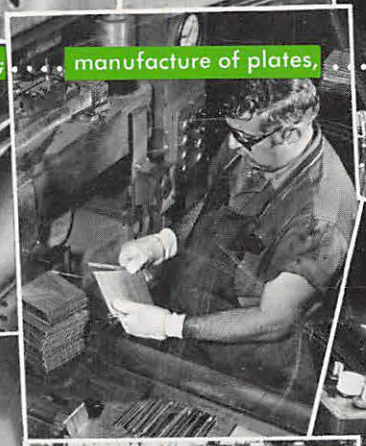


through the filling,

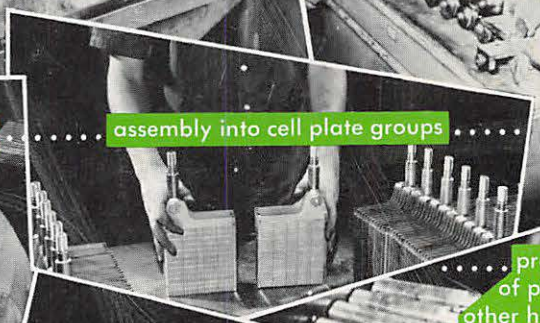


pocket strip production and

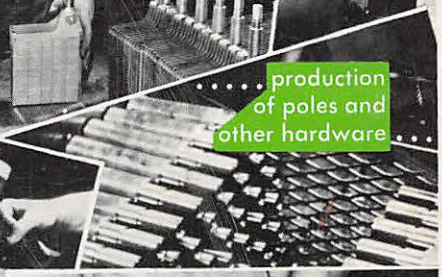
interlocking of the pockets;



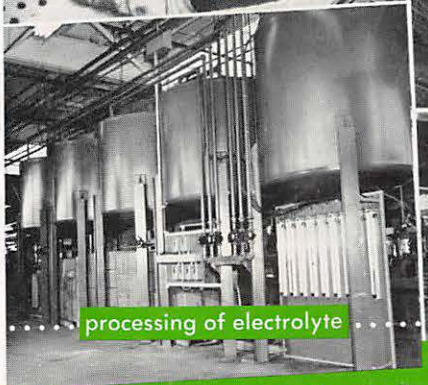
manufacture of plates,



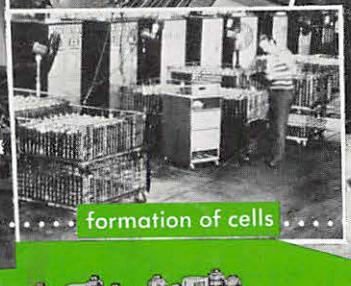
assembly into cell plate groups



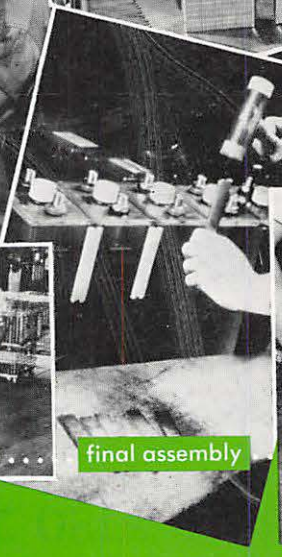
production of poles and other hardware



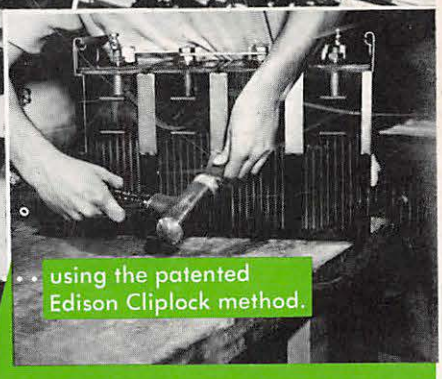
processing of electrolyte



formation of cells



final assembly



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